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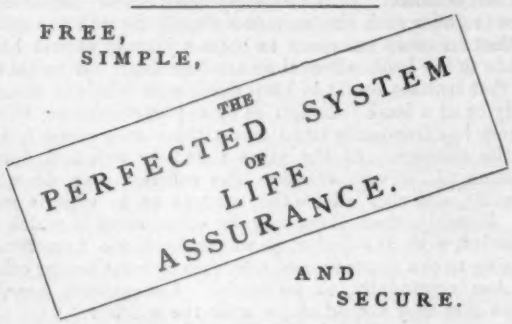

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SECURE.

TOTAL ASSETS, £2,692,000. INCOME, £303,000.

The Yearly New Business exceeds ONE MILLION.

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VOL. XXXVIII., No. 6.

The Solicitors' Journal and Reporter.

LONDON, DECEMBER 9, 1893.

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CURRENT TOPICS.

Mr. Justice Wright commenced on Wednesday last, in Queen's Bench Court No. 7, the hearing of the cases connected with the work of Mr. Justice Vaughan Williams, and will, it is presumed, continue such hearing during the absence of the latter judge on circuit.

The two divisions of the Court of Appeal will, it is anticipated, be able between them so to reduce the number of appeals in both lists that when the courts rise for the Christmas Vacation there will be no available cases for Court of Appeal No. 2, and very few for Court of Appeal No. 1.

The new Rules of the Supreme Court have now been issued with the signatures of the Rule Committee and the date 28th of November attached. They will be found to correspond with the draft we were enabled to publish last week, except as regards ord. 13, r. 15, which now runs:

"2. *Default of appearance to originating summons.*] Where a defendant or respondent to an originating summons to which an appearance is required to be entered fails to appear within the time limited, the plaintiff or applicant may apply to the court or a judge for an appointment for the hearing of such summons, and upon a certificate that no appearance has been entered, the court or judge shall appoint a time for the hearing of such summons, *upon* such conditions (*if any*) as *they or* he *shall* think fit."

The italics indicate the changes which have been made.

We print elsewhere a new set of Rules of the Supreme Court relating to proceedings under the Trustee Act, 1893. By rule 1 all proceedings under the Act in the High Court are assigned to the Chancery Division. Rule 4 reproduces, with some simplification, the regulations relating to payment into court by trustees, and the corresponding Chancery Orders are repealed. Rule 5 remodels ord. 55, r. 13*a*, as to application by summons for the appointment of new trustees and for vesting orders, and in future it will be possible to obtain a vesting order on summons, although the trustees have been appointed out of court. Under this rule are now placed the rules (at present R. S. C., ord. 55, r. 2 (4), (5), (8)) as to application by summons where the fund in court does not exceed £1,000, and application for a vesting or other consequential order in cases where a judgment or order has been given or made for the sale, conveyance, or transfer of any land or stock.

This week has been signalized by the appearance of a long expected work. In July, 1892, we reviewed a book on the law and practice relating to probate and administration, which contained frequent references to the ninth edition of Williams on Executors, and these references were explained in the preface as being due to the fact that the authors had been furnished with advance proofs of the new edition. We therefore assumed that the new edition had been in type for some time before July, 1892, and concluded that no long time would elapse before it would be available for the practitioner. Alas! "Oft expectation fails, and most oft there where most it promises." The autumn and winter of 1892 passed without the issue of the new edition; spring, summer, and autumn of 1893 went over, and now, about eighteen months after the work may be assumed to have been in type, it is presented to the public. The learned judge who edits the work explains in his preface that he finished his work shortly before the Spring Circuit, and that, so far as he is concerned, the cases and statutes only come down to that date; but a list of addenda of cases and statutes since that date is added, covering three pages. It would appear, therefore, that during about a year the proofs must have been in process of alteration and correction, and that whenever during that long period a reported decision of a judge of the Probate Division occurred, or a statute was passed affecting the subject, alterations were made in the proofs. Those proofs should be deposited in the British Museum as curiosities of abundant correction.

One of the new Rules of the Supreme Court which will probably attract most attention on the part of the profession and public is order 18 (*a*), which establishes a new mode of trial—namely, trial without pleadings. Prior to the Judicature Act and Rules there were, indeed, no pleadings in ejectment; but, since then, both the plaintiff and defendant, in such an action, have been required to conform in this respect to the ordinary practice. The substantial operation of order 18 (*a*) is to adopt, for the settlement of High Court actions, a short

method of procedure which has hitherto been confined to the county courts, where, however, it has answered admirably. It is certainly true that in the High Court pleadings must often be a necessity, and that their total abolition would be a hazardous experiment. But it is to be noticed that, probably for this very reason, the new order does not abrogate pleadings, but merely enables a plaintiff at his option to proceed to trial without them, while reserving to the defendant the power to apply by summons for the delivery of a statement of claim. Where no pleadings are delivered, a defendant, relying on such special defences as set-off, counter-claim, infancy, coverture, fraud, Statute of Limitations, or discharge under the Bankruptcy Acts, must (as he is now obliged to do in the county court) give notice thereof to the plaintiff, together with the grounds and particulars insisted upon. It remains to be seen whether the new mode of trial will be acceptable to High Court suitors.

In the case of *Etherley Grange Coal Co. (Limited)* v. *Auckland District Highway Board* (*ante*, p. 38), decided by the Court of Appeal on the 14th of November, the appellants had in 1890 opened a new colliery in the coal district of Durham, and carted large quantities of coal over a road which had not before been used for the cartage of coal, except to a slight extent for "land sale" purposes. The justices found that the traffic was extraordinary and the weight excessive within the meaning of section 23 of the Highways and Locomotives Amendment Act, 1878; but in the Court of Appeal the case was treated solely as one of extraordinary traffic. The argument for the appellants was narrowed down to this, that in cases of industrial traffic the test of what is extraordinary traffic is not to be merely the traffic on the particular road in question, but that the actual user of other roads in the district must be looked at. So stated, the contention was directly in the teeth of several decisions which were reviewed with approval in the judgment of Lord Justice Bowen in *Hill* v. *Thomas* (1893, 2 Q. B. 333); and the Court of Appeal unanimously held that the case was governed by the decision in *Hill* v. *Thomas*, and fell within the very words of the definition there laid down. The case, however, presents two points of interest:—(1) Lord Justice Lopes emphatically declared that he could not have concurred in the decision in *Hill* v. *Thomas*, that he did not like the decision at all, and that to his knowledge it had created consternation in many of the English counties; (2) Lord Justice Lopes repudiated with much spirit, and, we think, with perfect justice, the views attributed to him by his colleagues in that case, and supposed to be discovered in certain expressions used by him in the *Pickering case* (8 Q. B. D. 59). It may be remembered that in *Hill* v. *Thomas* Lord Justice Bowen said:—"It seems to us, with deference, that Lopes, J., assumed without sufficient justification that the object of the Legislature was to prevent extraordinary traffic, whereas its only object is to throw on the person who causes such traffic the duty to pay for the damage it does the road." "With reference to that passage," said Lord Justice Lopes, "all I can say is that such an idea never entered my head."

The recent case of *Field* v. *Field*, before Kekewich, J., raised the important question whether trustees are justified in depositing with solicitors the title deeds relating to the trust estate. Regarded as a matter of mere deposit for safe custody, Kekewich, J., held that such a course would not be proper, and as to this there seems no doubt. A trustee may properly leave the title deeds in the hands of a co-trustee (*Cottam* v. *Eastern Counties Railway Co.*, 1 J. & H. 243), but he is not at liberty to entrust them to the keeping of a stranger, unless the stranger is a bank or a safe deposit company, whose business it is to take charge of deeds. The trustees are then protected by the rule that they may act according to the usages of ordinarily prudent men of business in the conduct of their own affairs (*Speight* v. *Gaunt*, 9 App. Cas. 1). No doubt numerous clients do leave deeds with their solicitors; but this is because they have confidence in them, and not from any necessity. And if trustees act on the same principle, they do so at their own risk. But when the deeds relate to property as to which frequent transactions are taking place, other considerations arise. They are left with the solicitor now, not merely that he may keep them safely, but that, by his having ready reference to them, business may be facilitated. This was the case in *Field* v. *Field*, where the deeds related to an estate which was being developed for building, and Kekewich, J. (if we may say so, with his usual common-sense regard to convenience), accordingly declined to interfere at the instance of the equitable tenant for life, and restrain the trustees from leaving the deeds with their solicitor. It is obviously much more convenient that the deeds under such circumstances should be with the solicitor, than that for every reference to them a journey should have to be made to the bank where they are deposited. It would seem, then, that trustees ought to keep deeds as a whole in their own custody or at a bank; though as to any particular set to which reference has frequently to be made, these may properly be left with the solicitor. At the same time, the rule laid down by Kekewich, J., is very elastic. The solicitor may do what is reasonable, and may advise the trustees as to what is reasonable. Possibly, then, there may be other cases in which deeds may be left with a solicitor, as where there are numerous sets belonging to the trustees, and reference to some one or other of them has continually to be made. Convenience here, too, requires that they should all be with the solicitor.

In the case of *Re Borough Commercial and Building Society*, which was before Court of Appeal No. 2 on Wednesday, a strenuous attempt was unsuccessfully made to induce the court to upset—at least, go counter to—a practice which it appears has existed in the office of the chancery taxing masters for half a century. The question, in its most naked form, was whether certain London solicitors were or were not agents of certain country solicitors. It appeared that a Huddersfield firm of solicitors consisted of three partners, A., B., and S., and a London firm consisted of three partners who were also A. and B., and one R. A. and B. had London certificates as well as certificates for practising in the country. The case arose in this way. A summons was taken out by the liquidator of the society against a Mr. W. for payment of a call of £5 per share by him as an alleged contributory of the society. The summons was refused, with costs, to be paid by the liquidator personally. After the order had been completed Mr. W.'s costs were duly carried in by Messrs. A., B., & R. as agents for Messrs. A., B., & S., of Huddersfield, for taxation. The taxing officer declined to allow certain items—viz., close copies and term fees—on the ground that Messrs. A., B., & R. were not entitled to agency charges (though it was admitted that if they were entitled to agency charges these in question were properly such), but were to be treated as being themselves properly concerned as principals, inasmuch as the country firm and the London firm had each two common members. The registrar upheld his taxing clerk's decision, and made his certificate accordingly. A summons to review was taken out, but was dismissed by the judge in chambers, and subsequently by Vaughan Williams, J., in court. From that decision the appeal was brought. It appeared that Vaughan Williams, J., had expressed a strong view that these costs ought to be allowed, but had not felt himself at liberty, being himself comparatively new (as his lordship expressed himself) to chancery practice, to disregard what was represented to him as being the settled practice of the chancery taxing masters. What made the case all the harder was that, as it seemed, the work for which the disallowed items were charged was done, or chiefly done, by R., the one member of the London firm who was not a partner in the country firm: he was, moreover, responsible for a full share of the capital of the London firm, and was entitled to a full share of its profits. The Court of Appeal, however, after ascertaining (to their satisfaction) that it was the settled practice of chancery taxing masters that cases of two firms having a common partner were not treated as agency cases at all, said it would be a serious matter for them to interfere with a practice which had gone on for half a century; a practice which was not a whim of the taxing masters, but had grown up on the old doctrine that a person could not be both principal and agent at the same time, and that firms having common partners could not sue one another—which had been the law up to quite recent times.

If any change of the practice was to be made—desirable as it might be—it must be done by the Rule Committee, and not by the court sitting judicially. As to rule 119 of Appendix N (Annual Practice, vol. 2), which provides that "close copies are not to be allowed as of course," their lordships remarked that that rule only applied where agency existed, and was not meant to allow costs in non-agency cases. It should, perhaps, be added that counsel produced a case (unreported) in which it appeared that under very similar circumstances CHARLES, J., in December, 1891, disregarded the established practice, but no reported case either for or against the practice was adduced, nor was it very likely that one should be adducible.

THE COURT OF APPEAL on Thursday in last week, in *Re The Duke of Cleveland's Estate* (reported elsewhere), had to construe a clause in a will which is understood to have been drawn by an eminent living conveyancer. The testator devised several estates belonging to him respectively to different tenants for life, and then he bequeathed to each tenant for life "all arrears of rents and profits arising from" the estates devised to him, "and also all proportions of such rents and profits accruing due at the date of my death, though not payable till after, but so, nevertheless, that all *outgoings of the hereditaments properly chargeable against such arrears and proportions*, and not discharged in my lifetime, shall be paid out of the arrears and proportions to be received by" the tenant for life. The question was, What was the meaning of the words which we have placed in italics? There was evidence that, during the testator's lifetime, his different estates had their respective agents, who received the rents accruing therefrom respectively, and each of whom retained in hand that which he considered sufficient to pay rates, taxes, tithes, his own commission or salary, and what he thought would be required for repairs and wages. From time to time each agent remitted to the testator what money he considered it unnecessary to retain, sending to him annually an account, with a cheque to balance it. The estates had for many years been thus managed, and were being so managed at the time when the testator died. Probably most large estates are managed in a similar mode. Mr. Justice KEKEWICH held that the only "outgoings" which a tenant for life had to bear under the above clause were those recoverable by process of law as against or in respect of the hereditaments out of which the rents had been derived, such as rates, taxes, and tithe rent-charge. The Court of Appeal held that, in addition to the matters allowed by Mr. Justice KEKEWICH, the agents' remuneration due at the death of the testator, wages of workmen due at his death, and the cost of repairs incident to the proper management of the estate, as carried on by the testator in his lifetime, and due at the time of his death, must be borne by the tenant for life, though, of course, only by way of deduction from the arrears and proportions of rents bequeathed to him. He could not be called upon to pay anything out of his own pocket. If the arrears and proportions were not sufficient to pay the "outgoings" thus interpreted, the deficiency must be made good by the testator's residuary estate. In short, the testator, while giving to the tenant for life the arrears of rent, and the apportioned part of rent up to the time of his own death, which belonged to himself, had made the gift subject to the discharge thereout of those outgoings which the testator would, had he lived, have paid himself in the ordinary course of the management of the estate. We understand that such a clause is in common use, and, if this be so, its interpretation by the Court of Appeal will be of value.

IMPORTANT DISCUSSIONS have taken place in the House of Commons upon clause 10 of the Local Government Bill, which deals with the rate out of which the expenses of parish councils are to be defrayed. The chief points at issue were as to the limit to be imposed upon the rating powers of the parish council and as to the incidence of that rate. As to power to levy a rate, the original proposal of the Government was to empower the parish council of their own authority to impose a rate of one penny in the pound, and, with the consent of the parish meeting and of the district or county council, to levy a rate to an indefinite amount. It was generally admitted that these proposals would do little to insure economy, and that a definite limit ought to be assigned to the parish rating powers. Considerable difference of opinion existed as to what this limit should be, fourpence and sixpence being the sums suggested. Of these the latter was adopted. The sixpenny rate is to include annual charges for money borrowed, but not—and this is an important exception — expenses incurred under the "adoptive Acts." The clause runs thus: "A rate levied by a parish council for their expenses, other than expenses under any of the adoptive Acts, shall not exceed sixpence in the pound for any local financial year." Taxation in rural parishes is quite high enough already, and it is to be hoped that the new bodies will not push their rating powers up to the extreme limit which the Legislature (so far as the Bill has yet gone) has sanctioned. At the same time, it must be remembered that much of the taxation by parish councils will be in lieu of, and not in addition to, taxation by existing vestries, any of which can at this moment put any of the adoptive Acts in force in their parish, and can in other ways expend the money of the ratepayers for purposes which under the new scheme would be under the control of the elective council. As to the incidence of parochial taxation, suggestions were made, by those who favoured the principle that representation and taxation should go together, to make the parish rate a separate rate to be levied upon the parochial electors, or at least to give to owners of purely agricultural land the same favourable treatment as they now enjoy in the case of rates for "special expenses" under the Public Health Act, 1875; and a third proposal, in connection with the other two, was to exclude the application of the principle of "compulsory compounding" to the parish rate. None of these proposals found favour with the committee, considerations of convenience and simplicity, both with regard to the passing of an already complicated measure and as to the collection of the rate, prevailed, and the rate, according to the decision of the House of Commons, is to be a part of the poor rate and leviable only upon ratepayers and without exceptions. Those members of the parochial electorate who are not ratepayers will therefore have an equal voice with the rate-paying members in the expenditure of the parish funds, although they have not themselves contributed to them.

YET ANOTHER important decision has been arrived at by the committee; a new procedure for the acquisition of land otherwise than by agreement has been settled for the case of a parish council which finds itself "unable to acquire by agreement and on reasonable terms suitable land" for authorized purposes. The parish council may represent the case to the district council, who are to inquire into the representation; if the district council are satisfied that the circumstances justify them in doing so, they are to proceed for an order from the Local Government Board—similar to a provisional order by the county council under the Allotments Act, 1887—enabling them to acquire land compulsorily. If the board make the order it is not to require confirmation by Parliament, neither is it to be laid before Parliament. This is an important matter; although the cases in which such an order will be made at the instigation of a parish council would probably be few and trivial, a precedent is established which it might reasonably be contended the Legislature cannot refuse to follow in cases of large purchases by municipal and other local authorities where the value of the land to be taken compulsorily on the *fiat* of a Government department would amount to many thousands of pounds. Another clause provides that an arbitrator is not to make any additional allowance in respect of a purchase being compulsory. Little exception can be taken to this, provided that the value of the land to the vendor be always taken into consideration.

THE VERY important decisions in *Re Brall, Ex parte Norton* (1893, 2 Q. B. 381; discussed 37 SOLICITORS' JOURNAL, 678) and *Re Vansittart, Ex parte Brown* (1893, 2 Q. B. 377) have at length been published in the *Law Reports*. The one was decided on the 19th of May last, and was reported in the WEEKLY REPORTER in July last, the other was decided on the 9th of Feb-

ruary last, and was reported in the WEEKLY REPORTER of the 4th of March last. We do not attempt to discuss the causes of the delay in reporting these cases in the *Law Reports;* but we venture to think that the Council of Law Reporting will do well to inquire into the matter. As long ago as the 5th of August last we pointed out the extreme importance of *Re Brall.* Is it possible that the reporters intended to suppress *Re Brall* and *Re Vansittart*, until these cases were commented on in our article? The inexplicable part of the matter is the great value to the profession of the cases which are delayed. The most important decision affecting the law of landlord and tenant which has occurred in our day (*Walsh* v. *Lonsdale*, 31 W. R. 109, 21 Ch. D. 9) was given on the 29th of March, 1882, and reported in our columns on the 1st of April, 1882; and in the same issue we pointed out in a leader the revolutionary character of the decision. It was not reported in the *Law Reports* until November, 1882. That is to say, for seven months the portion of the profession who confined their knowledge of decisions to those reported in the *Law Reports* were kept in ignorance of the change in the law on a matter of constant occurrence.

THE NEW ORDER 14.

WE confess to some feeling of satisfaction in the thought that the numerous articles which have appeared in these columns containing suggestions for the protection and improvement of procedure under order 14, have not been barren of results. The new rules may be said to have finally rescued procedure to summary judgment from the grip of *Gurney* v. *Small*, the dangers of which to the very existence of order 14 have been fully dwelt upon in these columns (*ante*, vol. 36, pp. 87, 120, 375, 390; vol. 37, p. 42). The greater part of that which we there contended for has been conceded.

There is one reform which we have asked for which has not been conceded as yet, but we are not downcast on that account. That will come in time. We should not have referred to it now except for the purpose of guarding against misapprehension. The new order appears to have conceded the improvement to which we refer, but has not really done so. On a previous occasion (*ante*, vol. 37, p. 42), in recommending a development of order 14, we said: "There is no reason in our opinion why a writ should not be specially indorsed as to part of the claim instead of exclusively for the entire claim, where part of the claim is within ord. 3, r. 6, and part is not. A second action might thereby be often prevented without sacrifice of principle or safety." Many of our readers who perused the rules for the first time in our last issue (*ante*, p. 72) will, on reading ord. 14, r. 1 (*b*), have supposed that the very purpose of that rule was to meet the requirement set forth in the paragraph we have quoted above. But it cannot be too clearly realized at the outset that this is not so. The new rule is as follows:—

> "(*b*) If on the hearing of any application under this rule (ord. 14, r. 1) *it shall appear that any claim which could not have been specially indorsed under ord. 3, r. 6, has been included in the indorsement on the writ, the judge may*, if he shall think fit, forthwith amend the indorsement by striking out such claim, or may *deal with the claim specially indorsed as if no other claim had been included in the indorsement, and allow the action to proceed as respects the residue of the claim.*"

What do the words we have italicized mean? The first impression which they produce on an ordinary mind is that if a writ is specially indorsed under ord. 3, r. 6, as to part of the claim, and is further indorsed with a claim which, to use the words of the rule itself, "could not have been specially-indorsed under ord. 3, r. 6," summary judgment, under order 14, may be obtained for the specially-indorsed part, and the action, in a proper case, may be allowed to proceed as to the residue. That is what the rule says.

Unfortunately, however, it does not mean what it says. There is need of great caution in putting a construction upon the words of this rule, because if a practitioner should so construe it as to consider himself justified in indorsing his writ with a compound indorsement, partly special and partly not, he may promptly fall into the trap which awaits him in another rule of the same order—ord. 14, r. 9 (*b*), which is as follows:—

> "If the plaintiff makes an application under this order, *where the case is not within the order*, or where the plaintiff, in the opinion of the judge, knew that the defendant relied on a contention which would entitle him to unconditional leave to defend, in any of such cases *the application shall be dismissed, with costs to be paid forthwith by the plaintiff.*"

The words we have italicized, read in conjunction with the words we have also italicized in rule 1 (*b*) (*supra*), will make some of our readers wonder with ourselves whether there has not been some printer's error to account for the wording of these two rules. The first seems to give something which the second promptly snatches back. What is the explanation of this? It is not easy to say. We must evidently take stock of our position and look more closely into the matter. "Where the case is not within the order" [*i.e.*, order 14] the plaintiff is to pay the costs forthwith. This is obviously punitive, for, whether he succeeds or fails in the end, he is to be mulcted in costs, to be paid immediately if he dares to bring under order 14 a case to which that order does not apply. There is no loop-hole for mercy. The verb in the last sentence is in the imperative mood. It becomes important, therefore, to inquire whether a writ of summons indorsed with a compound claim, partly special and partly not, is within order 14 as regards the specially indorsed part of the claim.

Ord. 14, r. 1 (*a*), is in precisely the same words as the rule which it repiaces. The first words are: "Where the defendant appears to a writ of summons specially indorsed under ord. 3, r. 6, the plaintiff may," &c. The whole application of the new order 14, therefore, depends on whether the writ is specially indorsed under ord. 3, r. 6. As heretofore, the last-named rule is the strait gate through which all must pass who would attain to summary judgment under order 14. Those who would climb up some other way are thieves and robbers, whose punishment is provided for by ord. 14, r. 9 (*b*), *sup.* Ord. 3, r. 6, remains unaltered. The first words are, "In all cases where the plaintiff seeks *only* to recover a debt or liquidated demand," &c. The numerous cases which have been decided as to the meaning of this word "only" retain all their original force. We need not cite them here. They are familiar to our readers. They lay down quite clearly that if any unliquidated claim is imported into a special-indorsement, order 14 does not apply to the case at all. Not only does that ruling hold good, but, as we have shewn, ord. 14, r. 9 (*b*), drives it home by providing summary punishment for any transgression of it. Ord. 14, r. 1 (*b*), *sup.*, is designed to prevent that rule of practice from operating oppressively. If by any accident or *bonâ fide* error an unliquidated claim is included in a special indorsement, the master may strike it out by amendment or ignore it and give summary judgment for the rest of of the claim. If we are right in thus interpreting this rule, we confess that it appears to us a pity that some explanatory words were not introduced into the rule shewing clearly that its intention was merely to provide for inadvertence. The concluding clause about "allowing the action to proceed as respects the residue of the claim" are misleading, in our opinion, if they are not intended to bear their natural meaning—viz., to sanction compound indorsements, and provide a way for dealing with them. We think we have shewn that this could not have been the intention of the framers of the rule.

There is only one other alteration of order 14, but it is an important one, and its effect, in our opinion, will be to greatly strengthen summary procedure under this order. Ord. 14, r. 8 (*a*) (*ante*, p. 73), provides that where the judge or master gives leave to defend, conditional or unconditional, he may at the same time give the same directions as he would be able to give on a summons for directions under the new order 30. That is to say, he may order that the action be set down for trial forthwith, without pleadings, specifying in his order the place and mode of trial, giving summary directions as to discovery, inspection, and examination of witnesses, &c.; or he may deal with all the interlocutory proceedings to be taken in the action. Subsection (*b*) of the same rule provides that a special list of the cases ordered to be tried forthwith shall be kept, and empowers the judge or master to order the case to be inserted in such list. This rule appears to us an excellent one. It affords protection to a plaintiff under order 14 against dilatory tactics on the part

of a defendant. In a large number of cases under order 14 the defendant can shew that there is some question to be tried, though he knows very well he has no real defence. In all such cases he is, under the present practice established by the cases, entitled as of right to leave to defend. It is not improbable that defendants so situated will, on getting leave to defend coupled with immediate trial, promptly consent to judgment under order 14 directly they see that the master will order the action to be inserted in the immediate trial list.

One other new provision is made by ord. 14, r. 9 (*a*), which empowers the judge or master to direct by and to whom and when the costs of proceedings under order 14 are to be paid, or to refer them to the judge at the trial with the additional proviso that if no trial takes place, or no such special direction as to costs is given, the costs shall be costs in the cause.

It is only necessary to add, what will be apparent to readers of the above remarks, that the general effect of the alteration of procedure introduced by the new rules will be to restore the efficacy of order 14, which was injured for a time by *Gurney* v. *Small*, and to strengthen the operation of that order in other respects.

THE NEW RULES AS AFFECTING PROCEDURE IN THE CHANCERY DIVISION.

The Rules of the Supreme Court of November, 1893, of which we published the draft last week, have introduced several important changes in practice. We propose here to comment only on such of the rules as specially affect the work in the Chancery Division. It is true that but few of the rules are in terms confined to any one division of the High Court, but it is the fact that many of them will be found useful for those practising in the Queen's Bench Division rather than for their brethren on the equity side. Order 14, for instance, is used very extensively in the Queen's Bench Division, whilst it is very rarely applicable to actions commenced in the Chancery Division. It may be expected that order 18a (Trial without Pleadings) will not be heard of much on the Chancery side; and order 30 is in terms confined to causes or matters not specially assigned by the Judicature Act to the Chancery Division, and, for our present purpose, may be left out of consideration. On the other hand, although an originating summons may be issued in any division (order 54a), it is clear that this mode of procedure, which has been extensively used of late years, will continue to form one of the most important weapons in the armoury of the Chancery Division, and that it is there where it will be most extensively employed.

Ever since the decision in *Re Busfeild* (34 W. R. 372, 32 Ch. D. 123) it has been felt that the usefulness of the originating summons has been greatly curtailed by the inability to issue such process for service out of the jurisdiction; and the profession has called loudly for an amendment of the practice in this respect. The needful amendment is introduced by ord. 11, r. 2, which provides that service of an originating summons, or notice of an originating summons, may be allowed in any case in which service or notice of a writ of summons may be so allowed. This is a gain which will be welcomed by all who are acquainted with the very serious inconvenience which has been caused by the present practice, which renders it necessary to proceed by way of writ wherever a defendant is resident out of the jurisdiction.

It was not, however, sufficient to confer this power on the court, as a little consideration of the existing practice will shew. Ord. 55, r. 21 (R. S. C., 1883), provides that the day and hour for attendance under an originating summons shall be fixed at the chambers of the judge to whom the matter is assigned, and rule 22 prescribes the mode of procedure where it has been impossible to serve an originating summons seven clear days before the return. In such case a new time for the hearing has to be fixed, of which an indorsement has to be made on the originating summons, and duly sealed before service. So long as service could only be effective within the jurisdiction, this method was not found productive of any serious inconvenience, but it is obvious that as soon as the right of service out of the jurisdiction was conceded it became necessary to devise a plan which would obviate the enormous delay which might follow if the present practice as to the day for hearing were adhered to. An easy way has been found out of the difficulty. It was only necessary to alter the form of originating summons so as to accord as far as possible to that of a writ. By the forms prescribed by the new Rules (Appendix K, Nos. 1A-1D) the defendant to an originating summons is required to appear within eight days after service (in case of a summons for service within the jurisdiction), or within the time fixed by the order giving leave to serve out of the jurisdiction (in case of a summons to be served abroad).

So far as to service of the summons. The summons itself, however, does not convey to the defendant any information as to the time for hearing. Ord. 54, r. 4d, provides for the mode of obtaining an appointment of which notice in the prescribed form (Appendix K, No. 1F) is, after appearance, to be served on the defendant or respondent at the address for service given in his memorandum of appearance not less than four clear days before the hearing.

Supposing, however, that no appearance is entered, what course is to be pursued by the plaintiff? Turning to the rules we find that ord. 13, r. 15, provides that he may apply to the court or a judge for an appointment for the hearing, "and upon a certificate that no appearance has been entered the court or judge shall appoint a time for the hearing of such summons, *under such conditions (if any) as they or he shall think fit*." We confess that it appears to us that this rule introduces a needless complication into a very simple matter. It requires special directions to be given wherever there is default of appearance; thus causing additional expense. It would have been easy to provide that in case of default of appearance the notice of the hearing prescribed by ord. 54, r. 4d, should be duly served by being filed. Or, if the words at the end of ord. 13, r. 15, which we have printed above in italics had been omitted, such notice would, we apprehend, have been filed as of course at the Central Office, on evidence of default in appearance, under the provisions of ord. 67, r. 4. It may be expected, indeed, that the judges of the Chancery Division will give general directions for adopting that mode of giving notice of the hearing to a party who has made default in appearance. In fact, it would appear that but two courses are open—viz., either to file the notice, or to serve it personally. It cannot be supposed that the latter plan will be adopted. It would be a serious hardship to the plaintiff, would add greatly to the expense, and, in the case of a foreign defendant, would entail great and needless delay.

We have dwelt at length on the new procedure as to originating summons because of the importance of the matter to practitioners. The new practice is a distinct improvement, marred by the defect to which we have called attention.

The other changes introduced by the rules are of less importance.

Ord. 33, r. 8b, requires the chief clerk at the beginning of each sittings to report to the judge all cases in which he considers there has been any undue delay in the proceedings before him. We are disposed to doubt whether this will be found of much practical utility. It will entail a difficult task on the chief clerks, who will have to satisfy themselves, not only that there has been delay, but that the delay has been "undue." We venture to think that any such complaint is better brought before the court by the parties themselves rather than by officials.

Ord. 51, r. 1b, which gives power in debenture-holders' actions to direct a sale before judgment, and also after judgment before all persons interested are ascertained, whether served or not, is a provision which will be found useful in practice. It will be noticed that the discretion is to be exercised by the judge in person.

Ord. 55, r. 9b, introduces a much-needed reform, substituting the procedure by originating summons for the more cumbrous and expensive machinery by petition in the case of an application by a judgment creditor under 27 & 28 Vict. c. 112.

Ord. 55, r. 10a, is amended so as to enable a judge to make an order for administration with a suspense of its operation, not merely as now, where creditors are threatening proceedings, but where persons beneficially interested may be proceeding to hostile measures.

Ord. 55, r. 35a, enables the judge, where service of notice of

the judgment has been dispensed with (ord. 55, r. 35), to order that the persons as to whom such service has been dispensed with shall be bound as if they had been served, with a saving in case of fraud or nondisclosure of material facts.

The new rules as to costs are not so extensive as was expected. They appear on the whole to be salutary. We would, however, suggest that the language of ord. 65, r. 14a, is too wide in its terms: "The costs *occasioned by* any unsuccessful claim, or unsuccessful resistance to any claim, to any property shall not be paid out of the estate unless the judge shall otherwise direct." We should imagine that the costs of an unsuccessful claim are rarely allowed, but costs "occasioned by" seem to go beyond this. For those words would include the costs of successful resistance to an unjust demand. We should have thought that no special directions were required in any such case. For obviously a legal personal representative or trustee who has successfully resisted a claim deserves all consideration possible at the hands of the court.

Ord. 65, r. 14c, enables the court to pay out the share of some of the parties whose title is clear where there is delay or difficulty in ascertaining the other parties interested without reserving any part of those shares to answer the subsequent costs of ascertaining the persons entitled to the other shares. Hitherto the rule has been the other way, and the court has been unwilling to pay one party until all parties interested have been ascertained, a course which has frequently resulted in hardship and delay to parties whose title was clear.

We conclude by expressing our opinion that the rules, taken as a whole, will introduce some great and much-needed reforms in the practice in the Chancery Division, and that the time occupied by the learned judges in framing the rules has been well spent.

A READING OF THE NEW STATUTES.

INDUSTRIAL AND PROVIDENT SOCIETIES ACT, 1893 (56 & 57 VICT. c. 39).

This is, according to its full title, an "Act to consolidate and amend the Laws relating to Industrial and Provident Societies." As a matter of fact there is very little consolidation, and the Act is practically a re-enactment, with improvements in drafting and a considerable number of amendments, of the Industrial and Provident Societies Act, 1876. The only other enactments repealed, and incorporated in the Act, are section 8 of the Customs and Inland Revenue Act, 1880 (43 Vict. c. 14), and so much of the Provident Nominations and Small Intestacies Act, 1883 (46 & 47 Vict. c. 47), as relates to industrial and provident societies. In noticing the Act the most convenient course will be to indicate, under the respective headings adopted therein, the changes in the law and some of the most important regulations as to the societies in question which are now reproduced.

Preliminary.—The Act is to be cited as the Industrial and Provident Societies Act, 1893 (section 1); it comes into operation on the 1st day of January next, and extends to Great Britain and Ireland and the Channel Islands (section 2); and existing registered or certified societies are to be deemed to be societies registered under this Act, and their rules, so far as not contrary to any express provision of this Act, are to continue in force until altered or rescinded (section 3).

Registration of Societies (*sections 6 and 7 of the Act of* 1876).—An industrial and provident society which may be registered under the Act is a "society for carrying on any industries, businesses, or trades specified in or authorized by its rules, whether wholesale or retail, and including dealings of any description with land" (section 4). These words replace "any labour, trade, or handicraft, whether wholesale or retail, including the buying and selling of land." As to the business of banking, special provisions are subsequently inserted. As hitherto, no new society can be registered which does not consist of seven persons at least; an application to register must be signed by seven members and the secretary, and two printed copies of the rules must accompany it; and the word "limited" is to be the last word in the name of every society registered under the Act (section 5). Appeals from the refusal of the registrar to register the society, or any rules or amendments of rules, are to be to the High Court (section 7); and an acknowledgment of registry is to be conclusive evidence that the society therein mentioned is duly registered, until it is proved that the registry of the society has been suspended or cancelled (section 8).

Cancelling and Suspension of Registry (*section 8 of the Act of* 1876).—Section 9 provides that the registrar may cancel the registry of any society on proof that the number of members is reduced to less than seven. This seems to be new, and so, too, is the power for him to do this, without reference to the Treasury, where an acknowledgment of registry has been obtained by fraud or mistake, or the society has ceased to exist. But, as before, he may cancel the registry, if he thinks fit, at the request of the society; and he may do so with the approval of the Treasury, on proof that the society exists for an illegal purpose, or has wilfully, and after notice from a registrar, violated any of the provisions of the Act. In cases where reference is made to the Treasury, suspension of the registry for any term not exceeding three months may, with the approval of the Treasury, be substituted for cancelling. A society may appeal from a cancelling or suspension of the registry in the same manner as from a refusal to register.

Rules (*section 9 of the Act of* 1876).—Section 10 slightly rearranges the provisions as to rules, and it introduces in shorter form the provision of section 12 (6) of the Act of 1876 that the rules, or any schedule thereto, may set forth the form of any instrument necessary for carrying the purposes of the society into effect. It is now also required that the rules shall provide for the profits being appropriated to any purposes stated therein or determined in such manner as the rules direct.

Duties of Registered Societies (*section 10 of the Act of* 1876).—The provisions as to registered office, publication of the name of the society, audit, and annual returns remain unchanged, save that the annual return is to be signed by the auditor or auditors, and is to be made not later than the 31st of March instead of the 1st of June as hitherto. The audit is annual, and is to be made either by one of the public auditors appointed under the Act, or by two or more persons appointed under the rules of the society.

Inspection of Books (*section 10 of the Act of* 1876).—As to inspection the provisions are altered. Hitherto a member, or a person having an interest in the funds of the society, has had the right at all reasonable hours to inspect the books and the names of the members. Now he may inspect only his own account and the names of the members. But it is provided that a society may, by rules registered after the Act is passed, authorize further inspection, with a restriction as to the inspection of the loan or deposit accounts of members. It is also now provided (section 18) that the registrar may, if he thinks fit, on the application of ten members of a registered society, appoint an accountant or actuary to inspect the books of the society.

Banking by Societies (*section 10 of the Act of* 1876).—As hitherto, no society which has any withdrawable capital is to carry on the business of banking (section 19); but the taking of deposits of not more than *ten* shillings (formerly *five* shillings) in any one payment, nor more than £20 for any one depositor, is not to be included in the business of banking within the meaning of the Act.

Privileges of Societies (*section 11 of the Act of* 1876).—As hitherto, the registration of a society renders it a body corporate by the name described in the acknowledgment of registry, by which it may sue and be sued, with perpetual succession and a common seal, and with limited liability; and vests in the society all property for the time being vested in any person in trust for the society (section 21). The rules bind the society, and all the members thereof, and persons claiming through them, as though each member had signed and sealed the rules and as though they contained a covenant to conform thereto (section 22). Moneys payable by members are to be debts due to the society recoverable in the county court (section 23). There is now also a provision that the society shall have a lien on the shares of any member for any debt due from him, and may set off any sum credited to the member thereon in or towards payment of the debt (section 23 (2)). The Act reproduces the power for a member to nominate a transferee of his property in the society on his death, and he may do this up to £100, as under the Provident Nomination and Small Intestacies Act, 1883. The limit in the Act of 1876 was £50. So the limit for distribution on intestacy without letters of administration is preserved at £100 and, as under the Provident Nomination and Small Intestacies Act, 1883, probate duty is to be paid where the whole personal estate exceeds £100 (sections 27, 28). In the case of lunatic members, where no committee of the estate or trustee of the property has been appointed, power is now given to the society, when it is proved to the satisfaction of the committee that it is just and expedient so to do, to pay the amount of the shares, loans, and deposits of the member, not exceeding £100, to any person whom they shall judge proper to receive the same on his behalf (section 29).

Property and Funds of Registered Society (*section 12 of the Act of* 1876).—The law as to the holding of land remains unchanged. A registered society may (if its rules do not direct otherwise) hold, purchase, or take on lease in its own name any land, and may sell, exchange, mortgage, lease, or build upon the same (section 36). The investment clause (section 38) has been redrawn, power being given to invest (*a*) upon any security in which trustees are for the time being authorized by law to invest, (*b*) on mortgages, debenture stock, and other securities (not being securities payable to bearer) authorized by Act of Parliament of any local authority, and (*c*) in the shares or on the security of any other society registered under the Act, or under the Building Societies Acts, or of any limited company.

As under the Act of 1876, the rules may provide for advances of money to members on the security of real or personal property, or, it is now added, "in the case of a society registered to carry on banking business in any manner customary in the conduct of such business" (section 40). Section 43 continues the provision that a receipt for all the moneys secured to the society by mortgage shall, if indorsed on the mortgage, vacate the same, and vest the property without reconveyance in the person entitled to the equity of redemption; and a provision is introduced (section 45) that, where the society is in liquidation, the receipt may be signed by the liquidator.

Disputes (section 14 of the Act of 1876).—The provisions for the summary settlement of disputes now extend to persons who have for not more than six months ceased to be members of a registered society (section 49 (1)); and a provision is introduced (section 49 (6)), similar to that contained in the Friendly Societies Act, 1893, that notwithstanding the Arbitration Act, 1889, the court or registrar shall not be compelled to state a special case on any point of law, but may do so at the request of either party.

Inspection of Affairs (section 15 of the Act of 1876).—The power of the registrar to appoint an inspector to examine into and report on the affairs of a society, or to call a special meeting of the society, may now be exercised on the application of one-tenth of the whole number of members of the society, instead of one-fifth as hitherto (section 50); and amongst the persons who may be directed to pay the costs of such inspection or meeting are included, besides the members applying, the members or officers, or former members or officers, of the society.

Amalgamation, Conversion, and Dissolution of Societies (sections 16 and 17 of the Act of 1876).—To the provisions of the new Act with regard to these matters we have already referred (*ante*, p. 52).

Offences, Penalties, and Legal Proceedings.—The provisions with regard to offences and penalties, which were contained in different parts of the Act of 1876, are now brought together. Section 62 makes it an offence by the society (1) if it fails to give any notice or send any return or document required by the Act; or (2) wilfully neglects or refuses to furnish any information required by the registrar; or (3) makes a return or wilfully furnishes false or insufficient information; or (4) improperly carries on the business of banking; and under section 63 an offence by the society is deemed to have been also committed by the officer or member of the committee immediately responsible. The Act also reproduces the existing penalties for fraudulent dealing with the property of the society, for falsifying books, returns, or documents, for not using the name of the society, and for delivery of untrue rules.

LEGISLATION IN PROGRESS.

STATUTORY RULES PROCEDURE.—On the motion of Sir A. ROLLIT the amendments of the Lords to the Statutory Rules Procedure Bill have been agreed to in the House of Commons and the Bill has been passed.

BILLS PASSED INTO LAW.—On the 5th inst. the Royal Assent was given to the following Bills:—Public Authorities' Protection, Madras and Bombay Armies, Married Women's Property Act (1882) Amendment, National Debt Redemption, and Public Works Loans (No. 3).

REVIEWS.

ELECTION CASES.

REPORTS OF THE DECISIONS OF THE JUDGES FOR THE TRIAL OF ELECTION PETITIONS IN ENGLAND AND IRELAND. VOL. IV., PART V. [O'MALLEY & HARDCASTLE.] By J. S. SANDARS and A. P. PERCIVAL KEEP, Barristers-at-Law. Stevens & Haynes.

We are not advocates of a multiplicity of reports, and decisions which rarely lay down any broad principle, but are almost always confined to the circumstances of each particular case, cannot be generally useful to the legal profession. Still, for those who are from time to time engaged in election petitions these reports have much value; and the larger class of persons who concern themselves in the management of elections will find in them some very instructive reading. For the way in which the cases in the present number are reported we have nothing but praise: Part V. is well up to the level of previous numbers of O'Malley and Hardcastle's reports. Headnotes to this class of reports are impossible, but the marginal notes are well done, and serve a useful purpose in calling attention to the different points which arise here and there through the cases. Of the *dicta* or decisions—we hardly know which to call them—contained in the present number the most important seem to us to be those which deal with the part taken by political associations in an election. Remarks on this head will be found in many of the cases, and, in particular, in the *Hexham* and the *Rochester* petitions. The decisions in the *Cirencester* case as to the official stamping of ballot papers, and in the *Walsall* and *Stepney* cases as to the giving of relief to persons guilty of illegal practices are also important. For general, human, interest the *South Meath* case will be admitted to bear off the palm.

CORRESPONDENCE.

CLIENTS' PAPERS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Could any of your readers kindly state or refer to any authority as to the duty of a solicitor with respect to clients' papers which are probably never likely to be required again?

I know that most of my brethren like to keep on accumulating papers—and dust also—these being considered the chief ornaments of a solicitor's office.

My practice has been every few years to destroy most of my papers more than six years' old, keeping, with a view to future business, only those relating to conveyancing matters, or as to which there is a probability of their being required again. But suppose a client called on me to deliver up papers destroyed under these circumstances, what would be my position? Is a solicitor bound to keep his clients' papers for ever or any other period?

Any light that can be thrown on the subject will probably be appreciated by your other readers as well as DESTROYER.

November 29.

NEW ORDERS, &c.

RULES OF THE SUPREME COURT (TRUSTEE ACT), 1893.

ORDER LIVB.

PROCEEDINGS UNDER THE TRUSTEE ACT, 1893.

1. *Chancery Division.*] All proceedings in the High Court commenced under the Trustee Act, 1893 (in this Order called "the Act"), shall be assigned to the Chancery Division of the Court.

2. *Petition.*] All applications under the Act may be made by petition, except as otherwise provided under Order LV.

3. *Section 44.*] An application under section forty-four of the Act may be made by the trustees authorized to dispose of the land as in the said section mentioned.

4. *Lodgment under section 42.*] (1) Where a trustee desires to make a lodgment in court under section forty-two of the Act, he shall make and file an affidavit intituled in the matter of the trust (described so as to be distinguishable), and of the Act, and setting forth:—

(*a.*) A short description of the trust and of the instrument creating it.

(*b.*) The names of the persons interested in and entitled to the money or securities, and their places of residence to the best of his knowledge and belief.

(*c.*) His submission to answer all such inquiries relating to the application of the money or securities paid into court, as the Court or Judge may make or direct.

(*d.*) The place where he is to be served with any petition, summons, or order or notice of any proceeding relating to the money or securities.

Provided that if the fund consists of money or securities being, or being part of, or representing a legacy or residue to which an infant or person beyond seas is absolutely entitled, and on which the trustee has paid the legacy duty, or on which no duty is chargeable, the trustee may make the lodgment (without an affidavit) on production of the Inland Revenue certificate in manner prescribed by the Supreme Court Funds Rules for the time being in force.

(2.) Where the lodgment in court is made on affidavit—

(*a.*) the person who has made the lodgment shall forthwith give notice thereof, by prepaid letter through the post, to the several persons whose names and places of residence are stated in his affidavit as interested in or entitled to the money or securities lodged in court;

(*b.*) no petition or summons relating to the money or securities shall be answered or issued unless the petitioner or applicant has named therein a place where he may be served with any petition or summons, or notice of any proceeding or order relating to the money or securities or the dividends thereof;

(*c.*) service of any application in respect of the money or securities shall be made on such persons as the Court or Judge may direct.

5. Order LV., Rule 13A., is hereby repealed, and the following Rule shall be substituted therefor:—

ORDER LV., RULE 13A.

Summons.] Any of the following applications under the Trustee Act, 1893, may be made by summons:—

(*a.*) An application for the appointment of a new trustee with or without a vesting or other consequential order.
(*b.*) An application for a vesting order, or other order consequential on the appointment of a new trustee, whether the appointment is made by the Court or Judge, or out of court.
(*c.*) An application for a vesting or other consequential order in any case where a judgment or order has been given or made for the sale, conveyance, or transfer of any land or stock.
(*d.*) An application relating to a fund paid into court in any case where the money or securities in court does or do not exceed £1,000, or £1,000 nominal value.

6. *Repeal.*] The following Rules are hereby repealed:—
Order LII. Rules 19, 20, 21, 22;
Order LV. Rule 2 (4), (5), (8).
Chancery Funds Amended Orders, 1874. Orders 5, 6, 7, 8, 9, and 10.

7. *Citation.*] These Rules may be cited as the "Rules of the Supreme Court (Trustee Act), 1893," and each Rule may be cited separately according to the heading thereof with reference to the Rules of the Supreme Court, 1883. They shall come into operation on the first day of January, 1894.

The 5th of December, 1893.

(Signed) HERSCHELL, C.
COLERIDGE, C.J.
ESHER, M.R.
EDWARD E. KAY, L.J.
F. H. JEUNE, P.
A. L. SMITH, L.J.
JOSEPH W. CHITTY, J.
ARTHUR CHARLES, J.

CASES OF THE WEEK.

Court of Appeal.

GREAT WESTERN RAILWAY CO. *v.* COMMISSIONERS OF INLAND REVENUE—No. 1, 1st December.

REVENUE—STAMP—AMALGAMATION OF RAILWAY COMPANIES—"CONVEYANCE OR TRANSFER ON SALE"—STAMP ACT, 1891 (54 & 55 VICT. c. 39), s. 54; SCHEDULE 1.

Case stated by the Commissioners of Inland Revenue pursuant to section 13 of the Stamp Act, 1891. By the Great Western Railway Act, 1892 (55 & 56 Vict. c. xxxiii.), after reciting that it was expedient that the Wellington and Severn Junction Railway Co. and the Calne Railway Co. should be amalgamated with the Great Western Railway Co., and after incorporating the Part V. (relating to amalgamation) of the Railways Clauses Act, 1863, it was provided, by section 32, that the undertakings of the two above-named companies should, subject to their debts and liabilities, be amalgamated with and form part of the undertaking of the Great Western Railway Co. as from the 1st of July, 1892, and from that date the said two companies were respectively dissolved. The section further provided that "a Queen's Printers' copy of this Act shall be chargeable with the same stamp duty as would be chargeable if the transaction effected by the Act with reference to each of the amalgamated companies were a transaction effected by an executed instrument in writing, and the copy were the instrument," under the provisions of the Stamp Act, 1891. By section 34 the shares and debentures of the amalgamated companies held by the Great Western Railway Co. were cancelled. By section 35 all mortgages or bonds of the amalgamated companies not cancelled by the Act were, during the continuance of such mortgages or bonds, to be charges upon the undertaking upon which they were respectively secured, but the Great Western Railway Co. were to be liable for all interest accruing thereon after the amalgamation, and as they fell due they were to be paid off or renewed by the Great Western Railway Co. By section 36 the holders of shares in the Wellington and Severn Junction Railway Co. should in lieu of and in exchange for the shares held by them receive Consolidated Guaranteed Stock of the Great Western Railway Co. in the proportion of £100 of such stock for every ten shares of £10 each in the Wellington and Severn Junction Railway Co. held by them. At the date of the amalgamation the Great Western Railway Co. held all the debentures and shares in the Wellington and Severn Junction Railway Co. except £59,830 in shares, and in the Calne Railway Co. except £11,600 in debentures, which debentures the Great Western Railway Co. paid off since the amalgamation. The value of £59,830 Consolidated Guaranteed Stock of the Great Western Railway Co. on the 1st of July, 1892, was £96,028. The Commissioners of Inland Revenue were of opinion that the copy of the Act was chargeable, as an executed instrument in writing, in respect of the amalgamations under the head "conveyance or transfer on sale" in the first schedule to the Stamp Act, 1891, with *ad valorem* duty on the value of £59,830 Great Western Railway Co.'s Consolidated Guaranteed Stock issued to the shareholders of the Wellington and Severn Junction Railway Co. and on the sum of £11,600 debentures of the Calne Railway Co. which the Great Western Railway Co. had undertaken. The Great Western Railway Co. contended that the copy of the Act was only chargeable with a duty of 10*s.* under the head, "Conveyance or transfer of any kind not hereinbefore described," in the first schedule to the Stamp Act, 1891. The Divisional Court (Cave and Wright, JJ.) held that the commissioners were right. The Great Western Railway Co. appealed.

THE COURT (LORD ESHER, M.R., and LOPES and KAY, L.JJ.) dismissed the appeal.

Lord ESHER, M.R., said that the amalgamated companies had property which was called their undertakings. A transaction took place which was embodied in a written instrument—viz., a private Act of Parliament—and it transferred—no other word was apt to describe it—all the property of those other companies to the Great Western Railway Co. The latter company was in no way altered; it remained the same entity as before. The consideration which the Great Western Railway Co. gave for that transfer was, in the case of the Wellington and Severn Junction Railway, a certain number of its shares to the shareholders of the amalgamated company. If that transaction took place between companies who could effect it without an Act of Parliament, it would be effected by an instrument in writing, the legal effect of which would be a transfer of the property of one company to the other for the consideration above set out. The substance of the transaction was a transfer of property for a consideration, and was the same as a conveyance by virtue of a contract of purchase and sale, and was, therefore, a "conveyance or transfer on sale." The case of *Furness Railway Co.* v. *Commissioners of Inland Revenue* (13 W. R. 10, 33 L. J. Ex. 173) was right, and must be followed.

LOPES, L.J., concurred. The substance of the transaction must be looked at. It was as clear a case of a conveyance on sale as could be imagined. The sale was between two parties, one giving something for that which the other handed over. It was carried out by an Act of Parliament. The fact that the consideration for the transfer was paid, not to the dissolved company, but to its shareholders, could not alter the nature of the transaction.

KAY, L.J., concurred.—COUNSEL, *Cripps*, Q.C., *Haldane*, Q.C., and *Pember*; *Sir Charles Russell*, A.G., and *Danckwerts*. SOLICITORS, *R. R. Nelson*; *Solicitor of Inland Revenue*.

[Reported by W. F. BARRY, Barrister-at-Law.]

***Re* DUKE OF CLEVELAND'S ESTATE, WOLMER *v.* FORESTER**—No. 2, 30th November.

WILL—CONSTRUCTION—"OUTGOINGS."

This was an appeal from a decision of Kekewich, J. The question arose upon a clause in the will of the late Duke of Cleveland, who died on the 21st of August, 1891, having made his will shortly before that date. The facts, as stated in the judgment of A. L. Smith, L.J., were as follows:—At the date of his death the Duke was possessed of large landed estates which may be called the Somersetshire Estates, the Raby Castle Estates, and the Ashton Keynes Estates. These different properties had their respective agents, who received the rents accruing therefrom and retained in hand that which each considered sufficient to pay rates, taxes, tithes, his commission or salary as the case might be, and what he thought would be required for repairs and wages, the details of which were set forth with particularity in a statement of facts agreed upon between the parties. From time to time these agents remitted to the Duke what money they considered it unnecessary to retain, without any accounts, but they annually sent him an account with a cheque to balance it. In this way these estates had been managed for years, and were being managed at the time when the Duke made his will. The question immediately before the court related solely to the Somersetshire Estates, to which Captain Forester became entitled under the will, though the construction of the clause in question affected also the other tenants for life of the other estates. The clause in question, after dealing with what the Duke was about to give to the tenants for life who were coming into their respective estates, proceeded to deal with the obligations to be imposed upon them in consideration of the gifts he was about to make. The clause, when applied to the facts, read thus: "I bequeath to Captain Forester, who becomes entitled to my Somersetshire Estates, all arrears of rents and profits arising from such estates which may be due at my death, and also all such proportions of such rents and profits accruing at the date of my death, though not payable till after." Having made this bequest in favour of the tenant for life, he then proceeded to place an obligation upon him—viz., that he should discharge out of what he would receive certain outgoings, and what these were was the question in this case. The clause proceeded: "but so, nevertheless, that all outgoings of the hereditaments"—*i.e.*, of each of the three estates respectively—"properly chargeable against such arrears and proportions, and not discharged in my lifetime, shall be paid out of the arrears and proportions to be received by the tenants for life." Kekewich, J., held that the only outgoings, as regarded the Somersetshire Estates, which Captain Forester was to have, were those recoverable by process of law as against or in respect of the hereditaments out of which the rents had been derived, and he enumerated them as being rates, taxes, tithes, tithe rent-charge, and other outgoings (if any) so recoverable. From that decision the present appeal was brought by one of the residuary devisees and legatees for life.

THE COURT (LINDLEY, A. L. SMITH, and DAVEY, L.JJ.) allowed the appeal.

LINDLEY, L.J., said he had had an opportunity of seeing the judgments of the other Lords Justices, and he concurred in them.

A. L. SMITH, L.J., said it appeared to him that there was no such thing as an outgoing chargable against arrears or proportions of arrears, and consequently to make the clause intelligible some words must be understood. He understood the words "in account," and read the sentence "all outgoings . . . properly chargeable against such arrears," as "all outgoings . . . properly chargeable in account against such arrears." That made the clause intelligible, and bearing in mind the way in which the estates were managed to the knowledge of the Duke when he made his will (and that was legitimate evidence in construing the

will) he could not doubt that to be the true reading of the clause. In his judgment, therefore, besides rates, taxes, tithes, and tithe rent-charge due at the Duke's death, agents' remuneration, whether paid by way of commission or salary, due at the Duke's death, also wages of workmen due at that date, also the cost of repairs which were incident to the proper management of the Somersetshire Estates as carried on by the Duke in his lifetime and due at the date of his death (according to the agreed statement of facts) were chargeable against, and must be borne by, Captain Forester up to the limit of his receipts, and not by the appellant out of the residue. Commissions, salaries, wages, and costs of repairs not due and payable at the Duke's death, though partially earned, and for which Captain Forester had not rendered himself personally liable, would fall on the residue. For these reasons the appeal should be allowed.

DAVEY, L.J., concurred.—COUNSEL, *Cozens-Hardy*, Q.C., and *Ashworth James*; *Warmington*, Q.C., and *W. Druce*; *Buckley*, Q.C., and *Ingle Joyce*; *E. Beaumont*. SOLICITORS, *Williams & James*; *Dawson, Bennett, & Dawson*; *Trower, Freeling, & Parkin*; *Jennings & Finch*.

[Reported by ARTHUR LAWRENCE, Barrister-at-Law.]

PRESCOTT, DIMSDALE, CAVE, TUGWELL, & CO. (LIM.) *v.* BANK OF ENGLAND—No. 2, 1st December.

BANKER—COMPOSITION PAYABLE BY BANK OF ENGLAND—OLD BANKING FIRMS—SALE OF BUSINESS TO NEW COMPANY—CEASING TO CARRY ON BUSINESS—BANK CHARTER ACT, 1844 (7 & 8 VICT. c. 32), ss. 23, 24, 25—BANK CHARTER AMENDMENT ACT, 1856 (19 VICT. c. 20), s. 2.

Appeal by the Bank of England from the decision of Cave, J. The action was brought to recover £1,625, the agreed amount of three several compositions alleged to be payable under the provisions of the Bank Charter Act of 1844 (7 & 8 Vict. c. 32), which gave to the Bank of England a monopoly of the issue of bank-notes, reserving, however, the rights of other bankers who, on the 6th of May, 1844, were legally entitled to issue notes. Section 23 provided for the payment by the bank to certain bankers (who were mentioned in Schedule C to the Act) who had ceased to issue their own notes under previous agreements with the bank, "so long as such bankers shall be willing to receive the same," of an annual composition of 1 per cent. on the average amount of the Bank of England notes issued by such bankers respectively, and actually remaining in circulation. Section 24 empowered the bank to agree with every banker who, under the provisions of the Act, should be entitled to issue bank-notes, to allow to such banker a similar composition on the amount of Bank of England notes which should be issued and kept in circulation by such banker, as a consideration for his relinquishment of the privilege of issuing his own notes. Section 25 provided that all the compositions payable to bankers under sections 23 and 24 should, "if not previously determined by the Act of such banker as hereinbefore provided," cease on the 1st of August, 1856, "or on any earlier day on which Parliament may prohibit the issue of bank-notes." By the Act 19 Vict. c. 20 (passed on the 5th of June, 1856) section 25 of the Act of 1844 was repealed, and it was provided that the compositions to bankers, if not previously determined by the Act of such bankers as provided by the Act of 1844, and unless Parliament should otherwise provide, should "continue in force and be payable until Parliament shall prohibit the issue of bank-notes," or until the exclusive privileges of the Bank of England should be determined in pursuance of section 27 of the Act of 1844, or otherwise be determined or altered by authority of Parliament. The plaintiff company was formed under Part I. of the Companies Act, 1862, and was registered on the 23rd of January, 1891. By an agreement of the 5th of June, 1891, the company undertook to carry out an agreement entered into on the 3rd of December, 1890, before the registration of the company, for the acquisition of the banking businesses of Prescott & Co., Dimsdale & Co., both of London; Miles & Co., of Bristol, and Tugwell & Co., of Bath; and on the 8th of June, 1891, the company agreed to purchase the business of Deane & Co., of Winchester. The firms of Prescott & Co. and Dimsdale & Co. were not entitled to any composition under the Act. The firm of Miles & Co. were entitled under section 24 of the Act to a composition of £895 a year, and were in receipt of this sum when their business was transferred to the new company. The firms of Tugwell & Co. and Deane & Co. were entitled under section 23 of the Act to compositions, which were regularly paid to them until their businesses were acquired by the plaintiff company. Tugwell & Co. and Deane & Co. were both mentioned in Schedule C to the Act. The firms of Miles & Co., Tugwell & Co., and Deane & Co. were co-plaintiffs with the plaintiff company in this action. The question was whether the foregoing compositions were still payable either to the plaintiff company or to those old firms. The defendants, the Bank of England, contended that the old firms ceased to carry on business when they assigned their businesses to the plaintiff company, and that the compositions thereupon ceased to be payable, and in support of this view they relied on the case of *Attorney-General* v. *Birkbeck* (12 Q. B. D. 605). The plaintiffs contended that the new company was in fact only the old firms under another name, and that their business was still being carried on as before, and that the compositions accordingly had not ceased; and the plaintiffs relied on the decision of Bowen, L.J., in *Capital and Counties Bank* v. *Bank of England* (61 L. T. N. S. 516). Cave, J., decided in favour of the plaintiffs, as he considered that the present case was governed by the *Capital and Counties Bank case*. The defendants, the Bank of England, appealed.

THE COURT (LINDLEY, A. L. SMITH, and DAVEY, L.JJ.) allowed the appeal.

LINDLEY, L.J., said that in the *Capital and Counties Bank case* Bowen, L.J., had certainly decided that a composition payable under the Act did not cease on the occurrence of any event which would have terminated the right of the bank receiving it to issue notes had there been no composition. It was strongly contended by the defendants, the Bank of England, that in this respect the decision of Bowen, L.J., was wrong, and should be now overruled. The question was one of very great difficulty. It was not easy to see why the composition should continue longer than the right to issue notes could continue, and section 25 seemed to substitute one for the other. Moreover, the expression "unless previously determined by the acts of the bankers" was intelligible if the composition was to cease if they increased the number of their partners or came to London; but the expression was difficult to explain on any other construction. On the other hand, the later Act said when the composition was to cease, and it did not specify any such events as those which had been referred to, and only specified the abolition by Parliament of the right to issue notes. But in the view which his lordship took of the facts it was unnecessary to decide whether the decision in the *Capital and Counties Bank case* was right or wrong—on which his lordship would express no opinion, for he had come clearly to the conclusion that in the present case the compositions had ceased to be payable. Although the statute did not say in terms that the composition was to cease if the bankers entitled to it ceased to carry on business, yet if they did, then not only did the reason for paying the composition cease, but the machinery for ascertaining the composition (see section 20) came to a stop. In this way it was made plain that the composition must cease to be payable in the event supposed. Whether the firms entitled to the composition had ceased to carry on business was a question of fact, and having regard to the terms of their agreements with the plaintiff company and to the evidence, his lordship was clearly of opinion that they had. The businesses now carried on were carried on not by the old firms, but by the new company, and this was so not in a merely technical sense, but in the ordinary business sense of the expression. The very forms of the cheques now in use shewed it. The former customers of the banks were now customers of the new company, and not of the old firms. The old firms had now no customers. The old businesses were carried on at the old places and with the old staffs, and the old places formerly called and known as the old banks were still so called and known. But the old banks and other old places of businesses were the property of the new company and not of the old firms, and the old staffs were the servants of the new company and not of the old firms. But the new company could not by any legitimate method be brought within the class of bankers to whom the composition was made payable by the statute. As in the case of issue of notes (section 11 of the Act of 1844), so in the case of the compositions, a firm of bankers would not lose its rights by a change in its composition. But when a firm sold its business to somebody else, and for that or any other reason ceased to carry on its business in the ordinary sense of that expression, it lost its right to any composition in future. This conclusion was not at all opposed to Bowen, L.J.'s decision in the *Capital and Counties Bank case*, and the difference between that case and the present case was not refined or immaterial, but was broad and all important. The Capital and Counties Bank was an old firm which, the learned Lord Justice held, had preserved its identity notwithstanding the change of name and other changes, and which old firm was registered as an existing firm under Part VII. of the Companies Act, 1862, and, this being so, the rights and obligations of the old firm became the rights and obligations of the registered company. But the present company was an entirely new company, formed and registered as such under Part I. of the Act of 1862, and having no rights or obligations except such as it acquired or incurred after registration. It could not itself acquire a new right to be paid a composition under the Act of 1844, and the old firms had, by ceasing to carry on business, lost their right to its continuance. Having done so they had no right to any composition which they could enjoy themselves or transfer to others.

A. L. SMITH and DAVEY, L.JJ., concurred.—COUNSEL, *Sir J. Rigby*, S.G., *H. D. Greene*, Q.C., *R. Bray*, and *H. Sutton*; *Sir H. James*, Q.C., *Finlay*, Q.C., and *George Wood Hill*. SOLICITORS, *Freshfields & Williams*; *Dawes & Son*.

[Reported by M. J. BLAKE, Barrister-at-Law.]

OLIVER *v.* HORSHAM LOCAL BOARD; THOMPSON *v.* MAYOR AND CORPORATION OF BRIGHTON—No. 2, 24th November.

HIGHWAY—NUISANCE—SEWER AUTHORITY—ROAD AUTHORITY—MANHOLE IN ROAD—GRATING OF SEWER—WANT OF REPAIR OF ROAD—INJURY TO PERSON LAWFULLY USING HIGHWAY—NON-LIABILITY OF LOCAL AUTHORITY.

Appeals by the defendants in each case from the decision of a divisional court (Day and Wright, JJ.), affirming the decision of the Brighton county court judge, holding that the defendants were liable for damages in respect of injuries sustained by a horse belonging to the plaintiff in each case, under the following circumstances:—In the *Horsham case* a horse belonging to the plaintiff, whilst being ridden along a public road in Horsham, struck its foot against a sewer grating which projected somewhat over the surface of the road, and falling received injury. The grating had been put down by the defendant board, as the sewer authority of the district, and the defendant board was also the road authority of the district. In the *Brighton case* the plaintiff's pony stumbled over the cover of a sewer manhole in the middle of the public road, which projected about an inch and a half above the road surface, and falling was injured. The defendants in that case also were the sewer authority and also the road authority of the district in which the road was situate. The county court judge found that the grating in the first case and the manhole cover in the second case had been inserted by the respective defendants as the sewer authority of the districts in question, and had been properly inserted, and were in good repair, and that the accident in each case had been occasioned by the road being worn away, so that the grating and the manhole cover had come to project somewhat above the surface of the roadway. He further held that it was

the duty of the defendants in each case, as the road authority of the particular district, to have repaired the road, and on the authority of the case of *Kent* v. *Worthing Local Board* (31 W. R. 583, 10 Q. B. D. 118)—a decision of a divisional court—he held that the defendants were liable. This decision was affirmed by the Divisional Court. (See 37 SOLICITORS' JOURNAL, p. 601.) The defendants, by leave, now appealed.

THE COURT (LINDLEY, A. L. SMITH, and DAVEY, L.JJ.) allowed the appeals.

LINDLEY, L.J., said that the House of Lords in *Cowley* v. *Newmarket Local Board* (1892, A. C. 345) affirmed *Gibson* v. *Mayor of Preston* (L. R. 5 Q. B. 218), and declined to apply the principles laid down in *Couch* v. *Steel* (3 Ell. & B. 402), and acted upon in *Hartnall* v. *Ryde Commissioners* (4 B. & S. 361), to local authorities governed by the Public Health Act, 1875. Having regard to *Cowley's case*, it was, in his lordship's opinion, impossible to follow *Kent* v. *Worthing Local Board*. The injury to the plaintiff in each case was caused by a breach of duty on the part of the defendants; but that breach of duty was omitting to keep the road in such a state as to be fit for traffic, having regard to the sewer grating and the manhole cover, which were lawfully in the road and were not themselves out of repair. Apart from the state of the road no breach of duty could be imputed to the defendants, and consequently no cause of action had accrued to the plaintiff in either case. For the only breach of duty which could be imputed to the defendants his lordship was compelled to say that no action lay. The law on this subject was unsatisfactory, but he could not on that account declare it to be different to what it was.

A. L. SMITH, L.J., said that the question was whether a local authority, who by statute had vested in them the highways in their district, together with their control, and were also in like manner empowered to lay down sewers in such highways, with the necessary manholes and gratings, could keep the two in combination (*i.e.*, the highways and gratings) in such a condition as to cause injury to persons lawfully using the highways, and yet not be liable to an action for damages at the suit of the persons injured. His lordship took it that the answer offhand would be "No." But when the facts of these cases were applied to principles long since established, the answer must be "Yes." The learned county court judge found for the plaintiffs on the authority of the case of *Kent* v. *Worthing Local Board*, and the Divisional Court gave a *pro formâ* judgment affirming the county court judge, leaving it to this court to say whether that case was still law. It had been held for, at any rate, over 100 years, dating from the case of *Russell* v. *Men of Devon* (2 Term Rep. 667), that no action for damages would lie against a surveyor of highways for injuries received by reason of a highway being out of repair. It was now beyond doubt the law that where a person though lawfully using a highway was damaged, either as regards himself, his horse, or his carriage, merely by reason of the non-repair of a highway, he had no action at law for damages against any one. His sole remedy was by indictment against the parish which had made default, or he might proceed against the surveyor under section 94 of the Highway Act for penalties. Damages he could recover against no one if his injury were caused by reason of mere non-repair. It was not denied by the plaintiff that the present defendants are surveyors of the highways in their district, and acted as such over the highways in question. In the year 1870 it had been held by the Court of Queen's Bench in *Gibson* v. *Mayor of Preston* that a local authority who were constituted surveyors of highways by the Public Health Act of 1848 had the same immunity from actions for damages as a surveyor of highways, and the House of Lords, in *Cowley* v. *Newmarket Local Board*, affirmed *Gibson's case* and conclusively settled that no action for damages would lie against any local board for merely allowing their highways to get out of repair. After the decision of *Gibson's case* and before that of *Cowley's case* the following came up for determination:—First, the case of *Kent* v. *Worthing Local Board*, in 1882. In that case the local board were the water authority and also the highway authority. The valve cover in that case had been lawfully placed by them in the highway, it was proper in itself, was originally properly fixed, and at the time of the accident was in proper order, but the local board had omitted to repair the road adjacent to the valve cover, so that it projected up into the highway and hence the accident. Field, J., and Stephen, J., held the defendants liable, relying upon the principle stated by the Privy Council in *Borough of Bathurst* v. *Macpherson* (4 App. Cas., p. 256)—viz., "That the duty was cast upon the Borough of Bathurst of keeping the artificial works which they had created in such a state as to prevent its causing a danger to passengers on the highway which but for such artificial construction would not have existed, or at least of protecting the public against the danger, when it arose, either by filling up the hole or fencing it." If the case of *Kent* v. *Worthing Local Board* had remained unchallenged there could be no doubt that the judgments of the county court judge in the present cases were correct. That case was, however, to say the least, most seriously impeached in this court in the case of *Moore* v. *Lambeth Waterworks* (17 Q. B. D. 462). It was there pointed out that in the case of *Borough of Bathurst* v. *Macpherson* as also in the case of *White* v. *Hindley* (L. R. 10 Q. B. 219), both of which were relied upon by Stephen, J., in delivering the judgment of the court, the accident had happened by reason of a defect in the thing complained of; and it was not disputed that if the gratings over the manholes in the present cases had been out of order, whereby the accidents had occurred, the defendants would be liable. In *Moore* v. *Lambeth Waterworks* the Court of Appeal expressly held that, as the fire-plug in that case was in perfect order at the time of the accident, which was caused, not by reason of any infirmity in the fire-plug, but by reason of the non-repair of the highway, over which the defendants had no control, no action was maintainable against them, and so far overruled the decision in *Kent* v. *Worthing Local Board*, which had held that, although the valve was in perfect order when the accident happened, it was the duty of the local board, if necessary, to cut it down or otherwise alter it if it came to project up into the highway, and that for breach of this duty an action was maintainable. The Court of Appeal, however, in *Moore* v. *Lambeth Waterworks*, threw out the point, which had not been suggested before, that perhaps *Kent* v. *Worthing Local Board* might be upheld, upon the ground that the defendants occupied the dual capacity of owners of the valve and owners of the highway, Lord Esher stating that, if *Kent's case* could not be supported upon the ground of the defendants being masters of both situations, he respectfully differed from it, and that it was wrongly decided. The point so suggested by the Court of Appeal in *Moore* v. *Lambeth Waterworks* had now come up for decision. It had been argued on behalf of the plaintiffs that as the highways were vested in the defendants under section 149 of the Public Health Act, 1875, irrespective of their being surveyors of highways, the actions were maintainable against them wholly apart from their being surveyors of highways. In his lordship's opinion the invalidity of this argument had been judicially determined by the House of Lords in *Cowley* v. *Newmarket Local Board*. The plaintiffs had also relied on a passage in Lord Blackburn's judgment in *Geddis* v. *Proprietors of Bann Reservoir* (3 App. Cas. 456), where he said: "It is now thoroughly well established that no action will lie for doing that which the Legislature has authorized, if it be done without negligence, although it does occasion damage to anyone; but an action does lie for doing that which the Legislature has authorized, negligently, and I think that if by a reasonable exercise of the powers either given by statute to the promoters or which they have at common law the damage could be prevented, it is within this rule—'negligence'—not to make such reasonable exercise of their powers." As a general proposition, the Lord Justice said he did not doubt this; but he pointed out that Lord Blackburn was not dealing with the case of the liability or non-liability of surveyors of highways, which was in itself peculiar. If this general proposition were to be applied to the case of a surveyor of highways, it appeared to him that the surveyor's immunity from being sued for non-feasance would be gone. By a reasonable exercise of his powers he could always repair a highway, and according to that proposition he would be guilty of negligence and liable to be sued if he did not do so, but this was not the law. Moreover, this same argument was addressed to the House of Lords in *Cowley's case*, and, though the case of *Geddis* v. *Proprietors of the Bann Reservoir* was not cited, others to the like effect were, and were held not to apply. In the present cases the defendants had been guilty of no neglect of duty as regards the gratings; what they had been guilty of was a non-feasance as regards their highways, to which, as the county court judge had found, the accidents which occurred to the plaintiffs were solely attributable. For this non-feasance no action could be maintained. If the gratings had been out of order in themselves it would have been the duty of the defendants, irrespective of being surveyors of highways, to have put them in order, or to have fenced round them till put in order, and if by neglect of such duty a passer-by had been injured he could have sued the defendants for damages; but as long as the gratings lawfully and properly put down remained in perfect order *Moore* v. *Lambeth Waterworks* had decided there was no breach of duty in the defendants in leaving the gratings alone. If the defendants were to be held liable in these actions they would have to be held liable for the non-repair of their highways, and this could not be done. In his lordship's judgment the defendants were not liable, and upon the facts of these cases it mattered not whether the defendants were "masters of both situations" or not; and the case of *Kent* v. *Worthing Local Board* was in reality overruled by *Moore* v. *Lambeth Waterworks*.

DAVEY, L.J., concurred. — COUNSEL, *Burleigh Muir; W. Graham; Moulton*, Q.C., and *W. P. Boxall; R. M. Bray*. SOLICITORS, *Field, Roscoe, & Co.*, for *Medwin, Davis, & Sadler*, Horsham; *Cobbold & Woolley; Boxall & Boxall*, for *Town Clerk*, Brighton; *T. M. Goodman*, Brighton.

[Reported by M. J. BLAKE, Barrister-at-Law.]

High Court—Chancery Division.

Re **DRACUP, FIELD** *v.* **DRACUP**—North, J., 29th November.

PARTITION ACTION—PURCHASE BY BENEFICIARIES—SHARES UNDER WILL SET OFF AGAINST PURCHASE-MONEY—INTEREST.

This was the further consideration of a partition action arising out of the will of Samuel Dracup, late of Horton, Bradford, who died on the 22nd of October, 1868. *Inter alia*, the following question was raised. Under an order made on the 31st of January, 1893, in this action certain beneficiaries were allowed to set off part of the purchase-money (due from them in respect of certain real estate belonging to the testator which they had purchased) against their shares. The other beneficiaries contended that interest at four per cent. per annum was payable on the amounts so set off, while the parties purchasing denied that any interest should be allowed.

NORTH, J., held that he could not on the cases order the purchasers to pay four per cent. He allowed interest at the rate that would have been obtained if the purchase-moneys had been paid into court and invested in Consols.—COUNSEL, *Cozens-Hardy*, Q.C., and *Richard Watson; Swinfen Eady*, Q.C., and *E. S. Ford*. SOLICITORS, *Burn & Berridge*, for *Watson, Son, & Smith*, Bradford; *Johnson, Weatherall, & Sturt*, for *Wade, Bilbrough, Booth, & Co.*, Bradford.

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

COXON *v.* **ROWLAND**—Stirling, J., 2nd December.

POWER OF APPOINTMENT—EXERCISE OF POWER BY WILL—DEATH OF APPOINTEE OF FREEHOLD BEFORE TESTATRIX—GENERAL DEVISE AND BE-

QUEST OF ALL HER ESTATE AND EFFECTS—INTENTION—CO-HEIRS OF APPOINTOR ENTITLED.

This was a special case stated in the action for the determination by the court of the question whether, in the events that had happened, a certain freehold messuage in the City of Bristol passed under the will of Richard Jones, or whether it devolved upon the defendants as co-heirs at law of his widow Eliza Jones. By deed dated the 20th of December, 1865, the property in question was conveyed to such uses and in such manner as Eliza Jones should, notwithstanding coverture, by deed or will appoint, and, in default of appointment, upon trust for her for her life, and after her decease and such default of appointment as aforesaid to the use of Richard Jones in fee. Richard Jones died in March, 1887, having by his will, dated the 27th of January, 1887, devised a certain yearly fee farm rent payable out of the said messuage unto his wife, the said Eliza Jones, absolutely. The plaintiffs were the trustees of his will. Eliza Jones by her will, dated the 21st of December, 1885, gave, devised, and bequeathed all the real chattelreal and personal estate and effects whatsoever and wheresoever of which she might be possessed or entitled to or of which by virtue of any power or authority by any deed or will or of any separate use or right of property she was competent to dispose in manner following: after making certain pecuniary and specific bequests of devises she gave and devised the said messuage in Bristol to the said Richard Jones absolutely, and then the will continued, "and as to the residue and remainder of my estate and effects whatsoever and wheresoever (real and personal) after payment of all my just debts and funeral and testamentary expenses I give, devise, and bequeath the same unto my said husband, Richard Jones, absolutely." And she appointed her said husband and two other persons executors of her will. Eliza Jones died in June, 1888, and her will was proved in July, 1888. It was contended for the plaintiffs that, Richard Jones having died in the lifetime of Eliza Jones, the property was not effectually appointed by her will, but vested in Richard Jones under the ultimate limitation in the settlement, and consequently passed under his will. The contention on behalf of the defendants was that the property was by virtue of the will taken out of the limitations of the settlement, and that as Richard Jones died in the testatrix's lifetime it devolved upon them as her co-heirs at law.

STIRLING, J., said that unless the will of Eliza Jones operated as an appointment in favour of the defendants the title of the plaintiffs, who claimed under Richard Jones, must prevail, and the question was whether her will did so operate. The rule applicable was thus stated by the Vice-Chancellor of Ireland in *Re De Lusi's Trust* (3 Ir. L. R. 232) in a passage cited by Jessel, M.R., in *Re Pinède's Settlement* (28 W. R. 178, 12 Ch. D. 667), and by Fry, J., in *Willoughby Osborne* v. *Holyoake* (31 W. R. 236, 22 Ch. D. 239). The Vice-Chancellor said: "The question in all cases of the class before me is one of intention—namely, whether the donee of the power meant by the exercise of it to take the property dealt with out of the instrument creating the power for all purposes or only for the limited purpose of giving effect to the particular disposition expressed." Where an appointment was made by will under a general power to a trustee in favour of a person who died in the lifetime of the testator, the case of *Re Van Hagan* (29 W. R. 84, 16 Ch. D. 18) shewed that the question became one of resulting trust whether the appointed property was real or personal. There, however, the executors were the persons named as trustees. Here the appointment made by Eliza Jones was made without the intervention of any trustee, and consequently that case afforded but little guidance in the decision of the present case. It was, however, decided in *Re Pinède's Settlement*, *Re Ickeringill's Estate* (29 W. R. 500, 17 Ch. D. 151), and *Willoughby Osborne* v. *Holyoake* that the rule laid down in *Re De Lusi's Trusts* might apply, although the appointment was not, in the first instance, to the trustee. An appointment might be valid although not in terms made in favour of any individual. Having regard to what was laid down by the Court of Appeal in *Re Van Hagan*, no distinction could, he thought, be drawn in this respect between a will dealing with personal estate, and that appeared to have been the opinion of Hall, V.C., in *Re Ickeringill's Estate* and of Fry, J., in *Willoughby Osborne* v. *Holyoake*. Having regard to the language of the will of Eliza Jones his lordship came to the conclusion that the testatrix meant to include both property which belonged to her and property over which she had merely a power of disposition. The residue of both kinds of property was to be treated as one, and as belonging to her. He thought that under these circumstances she had indicated her intention that the power should be exercised, and that the property which was subject to it should be deemed hers. The question must, therefore, be answered in favour of the defendants.—COUNSEL, *Vernon Smith; Dunham*. SOLICITORS, *Meredith-Roberts & Mills*, for *Broad & Francis*, Bristol; *Geo. Reader & Co.*, for *David Johnstone*, Bristol.

[Reported by W. A. G. WOODS, Barrister-at-Law.]

High Court—Queen's Bench Division.

BOND *v.* **PLUMB; SAME** *v.* **SAME**—4th December.

HOUSE KEPT FOR PURPOSE OF BETTING—SUPPRESSION OF BETTING HOUSES ACT, 1853, ss. 1, 3.

These were two special cases stated by justices of Sussex. In the first case the appellant was charged that he, being then the occupier of a certain office or room, did open and keep the said office or room for the purpose of betting with persons resorting thereto upon certain events and contingencies of and relating to horse races. The proceedings were taken under the first portion of section 1 and under section 3 of the Act of 1853 for the suppression of betting houses. The first portion of section 1 provides that no house, &c., shall be opened, kept, or used for the purpose of betting with persons resorting thereto. By section 3 any person who, being the owner or occupier of any house, &c., shall open, keep, or use the same for the purposes thereinbefore mentioned, or any of them, and any owner or occupier who shall permit the same to be so used, shall be guilty of an offence punishable on summary conviction by a fine. Evidence was given on behalf of the respondent, and the justices were of opinion that the room had been kept by the appellant for the purpose of the occupier (the appellant) using the same for betting with persons resorting thereto, and that that was an offence within the meaning of the first part of section 1 of the Act. The justices convicted the appellant, but stated this case for the opinion of the court. It was contended on behalf of the appellant that the first portion of section 1 did not constitute an offence when taken apart from the remainder of the section, and consequently that the appellant had been guilty of no offence, and that the betting must have been of the kind referred to in the preamble of the Act—viz., receiving money on deposit in anticipation of the bet; whereas it had not been found as a fact that any deposit had been made. In the second case the same appellant was charged under sections 1 and 3 of the Act as occupier of a certain room or office with keeping the same for the purpose of receiving money "as or for the consideration for a certain assurance, undertaking, promise, and agreement to pay and give thereafter certain moneys or valuable things on the happening of a certain event or contingency of and relating to horse races." The justices were of opinion that, whether the appellant had actually received money in advance or not, he had opened and kept the premises for that purpose and had committed an offence within the terms of the information under sections 1 and 3 of the Act. The question for the court was, Was it necessary for a conviction under the said sections that the appellant should be proved to have actually received money or valuable things prior to the horse race in respect of which the money or valuable things had been deposited as a stake or wager?

THE COURT (Lord COLERIDGE, C.J., and COLLINS, J.) dismissed both appeals.

Lord COLERIDGE, C.J., said that in the second case the justices had found that the appellant had opened and kept the premises for the purpose alleged. The finding was in the very words of the statute, and he was clearly of opinion that the conviction was right. As to the first case the preamble of the Act shewed that the Act was intended to deal with two evils, first, the opening of betting houses, and secondly, the receiving money in betting houses in advance for bets. He would assume for the purposes of this decision that the words of section 1 of the Act did not go further than the preamble (though even if they did it was clear that the section and not the preamble would govern), nevertheless section 1 distinctly separated the two parts of the preamble and created two offences. In this case the first part of section 1 had been transgressed by the appellant, and the conviction was right.

COLLINS, J., concurred.—COUNSEL, *Dale Hart; Boxall*. SOLICITORS, *F. Lawson Lewis*, Eastbourne; *Sharpe, Parkers, Pritchard, & Barham*, for *Fovargue*, Town Clerk, Eastbourne.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

SIMPSON AND ANOTHER *v.* **THE MORTGAGE INSURANCE CORPORATION (LIM.)**—5th December.

INSURANCE—DEPOSIT IN BANK—FAILURE OF BANK—PARTIAL REPAYMENT OF DEPOSIT BEFORE STIPULATED TIME—LIABILITY OF ASSURED TO PAY ANNUAL PREMIUMS UPON WHOLE AMOUNT OF DEPOSIT.

This was an appeal by the defendants from a decision of the judge of the Liverpool County Court. The action was brought to recover the sum of 6s. 3d., money had and received by the defendant company as an insurance premium upon a consideration which had failed. On the 29th of May, 1890, the plaintiffs deposited the sum of £1,000 with the Mercantile Bank of Australia as a fixed deposit for five years from that date, bearing interest at the rate of five per cent. per annum. On the 19th of June, 1890, the plaintiffs insured the said deposit and the interest thereon with the defendant company, the premium being £2 13s. for the first year and £2 10s. for each succeeding year, payable on the 24th of June in each year. By the policy of insurance the defendant company guaranteed the payment of the principal sum and interest, after default should have been made by the bank. In 1892 the Mercantile Bank of Australia went into liquidation, and in January, 1893, the plaintiffs were paid £125 as against their principal and £1 2s. 7d. against interest. Since that date the defendant company had paid interest to the plaintiffs on £875. The plaintiffs claimed that thenceforth the premium should be calculated on £875 instead of on £1,000. The plaintiffs paid to the defendant company £2 10s., the premium for 1893, but as to a part of that sum, viz., 6s. 3d., the payment was made under protest, and this action was brought to recover that amount. The county court judge gave judgment for the plaintiffs, and the defendant company appealed.

THE COURT (Lord COLERIDGE, C.J., and COLLINS, J.) allowed the appeal.

Lord COLERIDGE, C.J., said that the true meaning of the agreement between the parties was that the plaintiffs agreed to pay to the defendant company a certain sum every year for five years, and the defendant company agreed at the end of that time to pay to the plaintiffs whatever amount the bank failed to pay to the plaintiffs, and also to pay each year any interest that the bank failed to pay. That constituted one entire bargain. If at the end of the five years, the yearly premiums having all been paid, the bank had only paid £900, and the defendant company had consequently to pay £100, it could not be contended that the defendant company had no right to retain the premiums which had been paid, and if the company had that right, it must have been under the terms of the original agreement.

COLLINS, J., concurred, and said that the policy of insurance provided

against the failure of the bank to pay back the deposit. Although the premiums were payable in each of the five years, yet the payment of those premiums was made under the terms of the original agreement. The consideration was one entire consideration, and indivisible, and it was therefore a fallacy to say that there had been a partial failure of consideration. The plaintiffs had got what they bargained for, namely, the continued liability of the insurance company to make good any default on the part of the bank. If at the end of the five years the bank had made a small default the company would not have been obliged to return any part of the premiums, and the fact that the default of the bank occurred before the end of the stipulated time made no difference in the rights of the parties. Appeal allowed.—COUNSEL, *Danckwerts* and *Lochnis; Carver*. SOLICITORS, *Baker, Blaker, & Hawes; Burton, Yeates, & Hart*.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

COCKS *v.* **MAYNER**—4th December.

HACKNEY CARRIAGE—LICENCE—OMNIBUS PLYING FOR HIRE—NO CHARGE TO PASSENGERS—VOLUNTARY CONTRIBUTIONS—TOWNS POLICE CLAUSES ACT, 1847, s. 45.

Special case stated by justices of Sussex. The respondent was charged under section 45 of the Towns Police Clauses Act, 1847, that, being the proprietor of an omnibus, he had permitted the same to be used as a hackney carriage plying for hire within the town and district of Hove, without having previously obtained a licence. The justices dismissed the charge. The facts of the case were as follows: In March, 1893, the respondent applied to the Hove commissioners for licences for three omnibuses to ply for hire within the district of Hove, which application was refused, and on the day of the alleged offence the respondent held no licence for hackney carriages or omnibuses for the Hove district. In July the respondent commenced running two omnibuses over the route mentioned in his application. The omnibuses were the ordinary street omnibuses, with the starting point, destination, and names of various places on the route painted on them. On each side of the omnibus was an advertisement board stating that the horses used in the omnibus were for sale or hire, and that applications with regard to them should be made to the respondent; that the omnibus was placed at the disposal of the public free of charge, any voluntary contributions towards their maintenance being welcomed. Similar announcements were made inside the omnibus, and both inside and outside of each omnibus there was a box with glass sides on which was painted "voluntary contributions." The conductor carried a leather satchel with the word "change" painted on it. It was proved that the conductors were instructed to inform passengers that payment was voluntary, that some passengers did travel on the omnibuses without making payment, but that passengers did as a rule place money in the boxes provided. The justices held that the respondent's omnibuses did not ply for hire, there being no legal liability on the part of persons using them to make any payment.

THE COURT (Lord COLERIDGE, C.J., and COLLINS, J.) held that there had been a distinct evasion of the statute by the respondent, and that he had permitted the omnibus to ply for hire. The case was therefore sent back to the justices in order that they might convict the respondent. Appeal allowed.—COUNSEL, *Finlay*, Q.C., and *Boxall; Winch*, Q.C., and *Gore*. SOLICITORS, *Harwood*, for *C. A. Woolley*, Hove; *Snell, Sons, & Greenip*, for *Lamb & Gates*, Brighton.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

Solicitors' Cases.

Re **A SOLICITOR**, *Ex parte* **THE INCORPORATED LAW SOCIETY**—30th November.

SOLICITOR—PROFESSIONAL MISCONDUCT—LARGE SUMS RECEIVED FOR INVESTMENT FROM CLIENT AGED TWENTY-ONE YEARS—NO INDEPENDENT ADVICE—FAILURE TO KEEP ACCOUNTS—LOSS OF SUMS INTRUSTED.

In this case seven charges were preferred against the solicitor. The first charge, upon which alone the court acted, arose out of transactions between the solicitor and a client, Mr. Leigh, as to which the following are the more material facts:—Mr. Leigh came of age in April, 1887, and had previously been on terms of friendship with the solicitor. Between May and November of that year Mr. Leigh handed to the solicitor sums amounting altogether to £69,500, and the charge was that these sums were paid to the solicitor for investment, and that they had not been invested, but that a portion of the money had been misappropriated by the solicitor to his own use. The Committee of the Incorporated Law Society reported that no letters or memoranda were produced to shew upon what terms these sums were received, and that the solicitor stated that he had made no written records, and that his account with Mr. Leigh had only been written up in his ledger shortly before the inquiry by the committee commenced. The solicitor swore that the sums were lent to him at five per cent. interest, and "to use the money as he liked." Mr. Leigh gave no evidence at the inquiry. Letters from both parties were produced in which parts of the sums in question were referred to as sent and received "for investment." In a letter of May, 1888, the solicitor wrote to Mr. Leigh that, as the money which had been lent on different securities was from time to time repaid, it would be reinvested in Mr. Leigh's name. In October, 1888, the solicitor wrote to Mr. Leigh acknowledging that a specified sum, amounting to many thousands of pounds, was owing by him to Mr. Leigh, and that the latter had a right to go into all questions of account in respect thereof. In October, 1892, Mr. Leigh required payment of the sums advanced to the solicitor, and, on failing to obtain it, he brought an action against the solicitor, in which judgment by consent went for £56,878. The inquiry before the committee followed. They reported that the solicitor was guilty of professional misconduct—(1) in accepting such large sums from a client immediately after he had attained the age of twenty-one years; (2) in keeping no proper accounts or record of the transaction; and (3) in neglecting to carry out the promise made to Mr. Leigh in the letter of May, 1888, to invest in Mr. Leigh's name. The remaining six charges related to other dealings by the solicitor with various investments and securities of Mr. Leigh's in the years 1888 to 1890. As to three of these the committee found that there had been professional misconduct; the remaining charges were not considered to be proved. Affidavits as to the character of the solicitor were put before the court.

WILLS, J., in the course of a considered judgment, said:—Seven charges are made against the solicitor, on some of which the committee have acquitted him, and of which we think that there is only one—the first—on which it would be safe to act. On the others I desire to make this general observation, that it is hardly possible to come to a satisfactory conclusion in the absence of Mr. Leigh. In any criminal case, in the absence of any reason for his not being produced, the absence of the complainant would certainly in any case of doubt lead to a most lenient consideration of the case. It is impossible in Mr. Leigh's absence to tell what degree of weight or credit ought to be given to the solicitor's statements as to the assent of his client to what was done. It is impossible for the committee or for the court to form a right judgment on the moral aspect of the case without knowing how far the client would confirm or contradict what the solicitor stated on that subject. And I cannot but think that the committee has hardly given sufficient weight to this consideration. Inquiries of this kind cannot be satisfactorily made in the absence of such a material witness, and I therefore feel bound to treat these charges as not made out. This general observation covers to a great extent all the charges made, though it does not enable the court to absolve the solicitor altogether on the first and principal charge. As to all the others, however, I am not satisfied that they were made out or that I can concur in the unfavourable judgment formed by the committee. [His lordship then dealt with the charges other than the first, and continued:—] The result, therefore, is that as to these charges, and as to the whole case, we ought to treat the solicitor as acquitted upon the grosser charges involved in utterly unauthorized and conscious misappropriation of anything like fraud or intentional dishonesty. For this purpose I can make no distinction between matters not proved and charges on which we are satisfied of his innocence. On some of these charges Mr. Channell has succeeded in removing from my mind anything like the grosser form of actual dishonesty, and as to the others, on which there may be doubt, we ought to treat them as not established against him, and he ought to be acquitted of any of the grosser forms of delinquency. But then there remains the more general charge of professional misconduct, which the committee found to be established and on which we cannot come to any other conclusion. This much must be taken to be established—that the solicitor had for his client a young man just turned twenty-one years of age, and was his professional adviser under circumstances which created in an unusual degree a confidential relation, in which he was bound to supply his client with all the assistance derivable from his experience and knowledge of the world, and his knowledge of the obligation imposed upon him as a solicitor in such confidential relations. Under these circumstances, the solicitor acted without, so to speak, putting him "at arm's length," and allowed himself to take from him these enormous sums of money, to be used by him more or less in his own speculations. Was it not his duty to take care that, at all events in such transactions, his client should not be at a disadvantage, trusting to him for advice instead of going to independent advisers? It is a fundamental principle governing the relations of solicitors and their clients that these relations are confidential like those of trustees, who are not allowed to make any personal profit or advantage out of their trust. So in matters of this kind—between a solicitor and his client—any personal advantage obtained from his client while in the exercise of his professional functions towards him could hardly be supported in a court of equity. The solicitor, therefore, must know, when he is dealing in this way with his client, that he is engaged in transactions which, if challenged, cannot stand, and which are contrary to the whole spirit of the rules of the profession. Upon questions of this kind, and in all cases of professional misconduct, the committee of the Incorporated Law Society are the safest and surest guides, knowing, as they must, the feeling and practice of the profession, and being unlikely to be too severe upon its members. In the present case I cannot doubt that they have come to a right conclusion. Here is a solicitor with a client just over twenty-one, competent, no doubt, to understand business, but not a business man, and likely to fall under the influence of his professional adviser. It does seem that investments were originally contemplated by the client, for in the letter enclosing the last advance it is stated to be "for investment." And I cannot but think that it was by the looseness which characterized these transactions that they were allowed to degenerate into the state of things with which we have to deal. I cannot help thinking that this looseness of dealing might have led the solicitor to fancy that he was justified in treating the advances as he did. The letter of the 29th of May, 1889, was the foundation of the proof that the advances were regarded as loans. The solicitor's letter, however, runs thus:—"I have belonging to Mr. Leigh £84,000 in my hands, which he is entitled to," &c. That is very different from saying, "I have borrowed" that amount. Looking at the letters, we cannot help thinking that the client has suffered grievously in the matter from the inconsistent characters taken by the solicitor, and which he ought not to have allowed himself to take up—that is, the position of getting the advantage of these large sums from his client while he retained the position of his professional adviser. That the client must

have thought that something of this sort was taking place I cannot doubt. For the letter of the 16th of March, 1888, from the solicitor indicates that, as to the sum of £4,000, he was guaranteeing five per cent. upon it to Mr. Leigh; and this implied that he was getting over five per cent. for him. Mr. Leigh can hardly have failed to understand that, and his subsequent letters seemed to shew that he did not like it, for he says that at twelve months' notice the solicitor must repay the money. If it had happened that he had independent advisers there can be no doubt they would have taken measures to recover it, but, as it happened, a considerable part of it was lost. It is impossible to say that the solicitor was not guilty of grave professional misconduct. And this part of the case does not depend on what took place subsequently, nor could it be affected by anything Mr. Leigh might have said if he had attended before the committee or had come here. Even if he had admitted that he had afterwards enlarged the original authority, that would have left this aspect of the case as it is—the combining in his own person two inconsistent and contradictory relations, which no solicitor ought to have allowed himself to assume. We have now the painful duty to consider, under these circumstances, to what extent our censure upon the solicitor should go. I cannot think that in a matter of this kind his previous good character and the good opinion of his friends ought to make any difference. We think that, since we acquit the solicitor of the grosser charge of actual dishonesty, we ought not to strike his name from the rolls of the court, but we think that he must be suspended from practice for two years.

WRIGHT, J.—I am of the same opinion, and will only add that if these moneys were obtained on loan, it was a loan to be put into investment, and the character of some of the investments appears to be such that a solicitor could not properly put his client's money into these investments without the fullest disclosure of their character, and seeing that the client had independent advice. The order was that John Cole Stogdon, of Clement's-inn, Strand, be suspended from practice for two years, the order not to come into force until the 1st of January next, so as to enable the solicitor to arrange pending business.—COUNSEL, *T. T. Paine; Channell*, Q.C., and *Wedderburn*. SOLICITORS, *E. W. Williamson; J. C. Stogdon*.

[Reported by T. R. C. DILL, Barrister-at-Law.]

LAW SOCIETIES.

UNITED LAW SOCIETY.

Dec. 4—Mr. A. K. Common in the chair.—Mr. C. Willoughby-Williams moved: "That the United Chartered Company of South Africa has shewn itself unworthy of the confidence of the British people, and ought to be placed under a stricter Imperial control." He contended, among other things, that if the statement of the facts of the case by a resident in South Africa which had appeared in the daily papers were true, the proceedings of the company were more worthy of the 13th than of the 19th century. Mr. W. F. Symonds opposed the motion. He refused, as an Englishman, to believe the atrocities attributed to the company, and said that sufficient evidence had not been adduced to prove them. Amongst the subsequent speakers were Mr. G. D. Elliman and Mr. Kains-Jackson. The latter, in a speech of much information, exposed the foibles of the Matabeles, and contended that the wisdom of the company had been equal to that of even the Imperial Government itself. The opener having replied, the motion was put and lost by a majority of two votes.

LAW ASSOCIATION.

At a special meeting of the directors held at the Hall of the Incorporated Law Society on Thursday, the 7th inst.—the following being present, viz., Mr. Charles Burt (chairman), Messrs. William Collisson, Samuel John Daw, Laurence Desborough, John Hollams, Harry Curtis Nisbet, Walter Scadding, Arthur Toovey, Spencer Whitehead, and Arthur Carpenter (secretary)—it was moved by Mr. Hollams, and seconded by Mr. Daw, "That it is desirable to amalgamate with the Solicitors' Benevolent Association on terms to be arranged between the two societies." Mr. Toovey moved, and Mr. Desborough seconded, an amendment: "That schemes of amalgamation with the Solicitors' Benevolent Association having been on several occasions and recently before the directors and members of the Law Association, and rejected by them, the directors do not feel justified in again submitting the matter to the members of their association." Upon the amendment being put, five voted for and four against it, and being subsequently put as the original motion, was carried by the same number of votes. Mr. Edward Foss and Mr. John Moodie were elected members.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—Dec. 5—Mr. Clarence Harcourt in the chair.—Mr. W. R. Bousfield, Q.C., M.P., opened the subject for debate: "That this society regrets that the Government should have dealt with the subject of employers' liability in a partial and incomplete manner when they had the opportunity of initiating a comprehensive scheme for dealing with all classes of accidents." The following members also spoke:—Messrs. C. H. Smith, A. Smith, Clarke, Green, Tebbutt, Marshall, Watson, Nugent, Chaplin, Nimmo, Thirlby, and H. Harcourt. The motion was lost by four votes.

LEGAL NEWS.

OBITUARY.

Mr. WILLIAM POTTER, Q.C., who died this week at his chambers in Paper-buildings, Temple, was the only son of Mr. W. Potter, of Liverpool, and was called to the bar in 1861. Shortly afterwards he joined the Northern Circuit. He was made a Queen's Counsel in 1880, and elected a Bencher of the Inner Temple in 1881. He was an unsuccessful candidate for East Northamptonshire at the last general election. He was a prominent member of the Northern Bar Lodge of Freemasons.

Mr. WILLIAM SPEED, Q.C., died at his residence in Portland-place on Monday at the age of eighty years. He was called to the bar in 1839, and was made a Queen's Counsel in 1885.

Mr. GEORGE MORLEY DOWDESWELL, Q.C., died on Saturday morning. He was called to the bar in 1834, and joined the Oxford Circuit. He was made a Queen's Counsel in 1866. He was appointed an official referee of the High Court of Justice in 1877, but resigned the office in 1889.

APPOINTMENTS.

Sir CHARLES RUSSELL, Q.C., M.P., and Sir RICHARD WEBSTER, Q.C., M.P., are to be created Knights Grand Cross of the Order of St. Michael and St. George.

Mr. FREDERICK ACTON, solicitor, of the firm of Messrs. Acton & Marriott, and a Magistrate for Nottingham, has being appointed the Acting Under-Sheriff of Nottinghamshire, in place of the late Mr. Arthur Williams, deceased.

Babu PRAMODA CHARN BANARJI has been appointed a Judge of the High Court of Judicature for the North-Western Provinces, in succession to Mr. Justice Saiyid Mahmud.

Mr. PHILIP VERNON SMITH, barrister, has been appointed Chancellor of Manchester, in succession to Mr. R. C. Christie. Mr. Smith was called to the bar in 1869.

GENERAL.

It is stated that Mr. Shee, Q.C., of the Northern Circuit, has been appointed judge of the Salford Hundred Court of Record, one of the offices held by the late Mr. West, Q.C., Recorder of Manchester.

Vanity Fair of this week has an admirable cartoon of Mr. Justice Cave, to which is appended the motto: "That won't do, you know!" The artist appears to have caught the learned judge at a moment when he was not only free from the drowsy influence of the bench, but was particularly wide awake. Countenance and attitude are alike characteristic.

It is stated that the report of the Featherstone Commission was handed by Sir Albert Rollit and Mr. Haldane to the Home Secretary on Wednesday, and that it was to be laid on the table of the House of Commons on Thursday. In view of the unusual importance of the document special arrangements were made with the printers, so that copies should be available for the use of members in the course of Thursday evening.

The *St. James's Gazette*, in an article on "Scotch Criminal Procedure," says: "The chief points in which a Scotch differs from an English criminal trial are these: In Scotland the prisoner is tried by a jury of fifteen; the verdict of a majority is sufficient; and in case the jurors, while not legally satisfied of the prisoner's guilt, are not convinced of his innocence, they may find the charge against him not proven. It must also be added that in Scotland the Public Prosecutor proceeds to lay the evidence for the Crown before the jury without any 'opening statement,' and that in all cases the law gives to the prisoner or his counsel 'the last word.' In giving the last word to the prisoner or his counsel the law of Scotland has adopted a wise as well as a generous course. If a speech for the defence errs on the side of warmth, the judge can and does correct its extravagances. No public injury is therefore produced by the rule that the last forensic appeal to the jury shall be made on behalf of the accused; while the judicial tone that Crown prosecutors ought to manifest is undoubtedly fostered by it to an extent that is practically unattainable where they have a right of reply. Whoever questions this fact may have his doubts removed by comparing the speech in which Lord Advocate Moncrieff summed up the case for the Crown against Madeline Smith, with the brilliant litigious reply by which Cockburn pulverized the defence of Palmer and provoked from that notorious criminal, when a verdict of guilty was returned, the comment, couched in the language of the turf with which he was so familiar, that 'the riding' had done it."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, Dec. 11	Mr. Farmer	Mr. Ward	Mr. Beal
Tuesday 12	Rolt	Pemberton	Pugh
Wednesday 13	Farmer	Ward	Beal
Thursday 14	Rolt	Pemberton	Pugh
Friday 15	Farmer	Ward	Beal
Saturday 16	Rolt	Pemberton	Pugh

	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.
Monday, Dec. 11	Mr. Leach	Mr. Jackson	Mr. Carrington
Tuesday 12	Godfrey	Clowes	Lavie
Wednesday 13	Leach	Jackson	Carrington
Thursday 14	Godfrey	Clowes	Lavie
Friday 15	Leach	Jackson	Carrington
Saturday 16	Godfrey	Clowes	Lavie

STAMMERERS of all ages, and parents of stammering children should read a book written by a gentleman who cured himself after suffering nearly forty years. Post-free for thirteen stamps from Mr. B. Beasley, Brampton-park, Huntingdon, or "Sherwood," Willesden-lane, Brondesbury, London.

Warning to intending House Purchasers & Lessees.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, next the Meteorological Office, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[Advt.]

WINDING UP NOTICES.

London Gazette.—Friday, Dec. 1.

JOINT STOCK COMPANIES.

Limited in Chancery.

Aladdin Primary Electric Battery Co, Limited—Petn for winding up, presented Nov 28, directed to be heard before Vaughan Williams, J, on Dec 19. Pakeman, 20, Bucklersbury, solor for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Dec 18

Amador Gold Mine, Limited—Creditors are required, on or before Jan 24, to send their names and addresses, and particulars of their debts or claims, to George Benson Monkhouse, 29, St Swithin's lane. Romer & Haslam, 4, Copthall chbrs, solors for liquidator

Hocking Valley Coal Co, Limited—Creditors are required, on or before Jan 13, to send their names and addresses, and particulars of their debts or claims, to Thomas William Hargraves, 18, St. Thomas st, S.E. E. T. Hargraves, 18, St. Thomas st, solor for liquidator

Olympic Music Hall, Limited—Creditors are required, on or before Jan 11, to send their names and addresses, and particulars of their debts or claims, to Henry Newson-Smith, 37, Walbrook. Holder & Wood, 40, Cheapside, solors for liquidator

Payne-Gallwey & Co, Limited—Creditors are required, on or before Jan 1, to send their names and addresses, and particulars of their debts or claims, to Robert Ferguson Miller, Ramsden sq, Barrow in Furness

South Wales Liberal and Radical Newspaper and News Agency Co, Limited—Creditors are required, on or before Feb 1, to send their names and addresses, and particulars of their debts or claims, to J. Arthur Hughes, 61, Vere st, Cadoxton juxta Barry

FRIENDLY SOCIETY DISSOLVED.

Stowey and Bishop Sutton Friendly Society, Red Lion Inn, Bishop Sutton, Bristol. Nov 25

London Gazette.—Tuesday, Dec. 5.

JOINT STOCK COMPANIES.

Limited in Chancery.

Austin Sanitary Cylinder Co, Limited—Creditors are required, on or before Jan 13, to send their names and addresses, and particulars of their debts or claims, to Arthur Woodhouse Price, 27, Grey st, Newcastle on Tyne. Hoyle & Co, Newcastle on Tyne, solors for liquidator

C. T. Bainbridge & Son, Limited—Petn for winding up, presented Dec 1, ordered to be heard before Vaughan Williams, J, on Tuesday, Dec 19. Clarkson & Co, agents for Francis & Bates, Newcastle on Tyne, solors for petner

Coral Chocolate Co, Limited—By an order made by North, J, dated Feb 7, 1891, it was ordered that the voluntary winding up of the company be continued. Chapman, 10, Pancras lane, solor for petner

Corifact Syndicate, Limited—Creditors are requested, on or before Dec 22, to send in particulars of their claims to Elles Hill, 70, Mark lane

Shallbridge Reform Club Building Co, Limited—Creditors are required, on or before Jan 10, to send their names and addresses, and particulars of their debts or claims, to Joseph Cropper, 8, Mayfield terr, Cock st, Rochdale. Molesworth & Mattley, Rochdale, solors for liquidator

Southern Queensland Pastoral Co, Limited—Creditors are required, on or before Jan 15, to send their names and addresses, and particulars of their debts or claims, to Sinclair MacLeay, Winchester House, Old Broad st. Budd & Co, Austinfriars, solors for liquidator

Unlimited in Chancery.

International Exhibition of Mining and Metallurgy (London, 1890)—Creditors are required, on or before Jan 8, to send their names and addresses, and particulars of their debts, to Herbert C. Gray and George A. Ferguson, 18, Finch lane

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

Last Day of Claim.

London Gazette.—Friday, Nov. 17.

Brown, Hannah, St Luke's Hospital, Old st Dec 12 Attorney-General v Brown, Chitty, J Hare & Co, Temple chbrs, Whitefriars

Galloway, George Washington, Richmond, Surrey, Esq Dec 15 Giles v Galloway, North, J Simpson, Gracechurch st

Jones, William, Llanwnog, Montgomery, Farmer Dec 9 Jones v Jones, Lionel Clarke, Royal Courts of Justice Woosnam, Newtown

Matthews, Thomas Wright, Skirbeck Quarter, Lincoln, Baptist Minister Dec 5 Kirby v Kirby, North, J Williams, Leicester

Milborne, James, Frome, Somerset, Grocer Dec 5 Wilts and Dorset Banking Co v Franks, Stirling, J Ames, Frome

Turner, Thomas, Dewsbury, Bottle Manufacturer Dec 18 Turner v Turner, Chitty, J Clough, Dewsbury

London Gazette.—Friday, Nov. 24.

Forbes, Arthur, Cornhill, Stockbroker Jan 1 Macleay v Burkitt, Stirling, J Ashurst & Co, Throgmorton avenue

UNDER 22 & 23 VICT. CAP. 35.

Last Day of Claim.

London Gazette.—Tuesday, Nov. 28.

Armitage, John Beaumont, Pudsey, York, Cloth Manufacturer Jan 1 Crawford, Leeds

Bennett, Edwin, Clerkenwell Dec 31 Mathew H Hale, Raymond's bldgs

Bird, Sarah, Norton, Derby, Widow Feb 1 Clegg & Sons, Sheffield

Bland, Mary, Ripon Dec 16 Wise & Son, Ripon

Burton, Philip, Tollerton, Farmer Jan 25 Truman, Nottingham

Chatfield, Edward, Brighton, Confectioner Jan 6 Evershed & Shapland, Brighton

Cole, James, Burton crescent, Licensed Victualler Dec 23 Routh & Co, Bloomsbury

Coley, Emma, Handsworth Dec 30 Richard Chinn, Birmingham

Coley, George, Handsworth, Jeweller Dec 30 Richard Chinn, Birmingham

Dobbie, Mary Ann Bleadon, Exmouth Dec 12 Hunters & Haynes, New sq

Eaton, William, Derby, Gent Dec 30 Moody & Woolley, Derby

Eccleston, John, Blackpool, Jeweller Dec 20 James B. F. Whiteside, Preston

Ellis, Mrs Elizabeth, Lymington, Hants Dec 30 Rooper & Whately, Lincoln's inn fields

Glass, Fanny Elizabeth, Dunster, Widow Jan 1 Lawrance & Co, Old Jewry chmbrs

Green, Lydia, Stafford, Widow Jan 1 R Heaton & Son, Burslem

Harley, Mrs Mary, Shrewsbury, Widow Dec 30 E & E A Harley, Bristol

Hirst, Ann, Tufnell pk Jan 1 J G Wilson & Co, Durham

How, Thomas, Kensington Jan 1 J Harwood, Cannon st

Kirk, Emily, Danbury, Chelmsford, Widow Dec 31 Norton & Co, Victoria st

Lawrence, Deborah Isabella, Twickenham, Widow Dec 27 A G Dinn, Gresham bldgs

Leeman, Elizabeth, York Jan 1 W Wilkinson, York

Morris, Julia Annie, Brockley, Milliner Dec 31 J N Mason & Co, 32, Gresham st

Parkinson, Bartholomew, Chipping, Lancaster, Farmer Dec 30 W A & R Ascroft Preston

Rice, Walter Brook, Tilmanstone, Kent, Major-General in H M's Army Jan 1 Stillwell & Harby, Dover

Rymer, Jane, Stoke Newington, Spinster Dec 27 Payne & Son, Chancery lane

Stewart, Thomas Dorrand, North Shields, Builder Jan 10 Dickinson & Co, North Shields

Strain, Robert, Shrewsbury, Commercial Traveller Jan 1 Nutsey & Payne, Shrewsbury

Tate, Mary, Durham, Widow Jan 10 Dickinson & Co, Newcastle on Tyne

Timms, James, Walthamstow, Gent Jan 14 Carter & Barber, Austinfriars

Verity, William, Liverpool, Architect Dec 31 Wise & Son, Ripon

Wilks, Ann, Olton, Warwick Jan 6 Reece & Co, Birmingham

London Gazette.—Friday, Dec. 1.

Batty, Mary, Flintergill, Sedbergh Dec 23 Ward & Sons, Leeds

Brayshay, William, Wigan, Fellmonger Jan 10 Hulton & Co, Bolton

Briney, George, Abbots Morton, Farmer Jan 1 A R Hudson, Pershore

Broadwood, Henry Fowler, Newdigate, Surrey Dec 31 Upton & Co, Austinfriars

Brooke, Edith, Honley, York, Spinster Dec 22 Laycock & Co, Huddersfield

Collier, Henry Mann, Highbury, Gent Dec 11 Reland, Coleman st

Crowther, Edward, Huddersfield, Contractor Jan 5 Brook & Co, Huddersfield

Daniell, Samuel Allen, Moseley, Worcester, Machinist Jan 1 Pearson, Birmingham

Darling, John Millar, Millbrook, Southampton, Agent Jan 1 Candy & Candy, Southampton

Davis, Edmund, Russell st, Fishing Tackle Maker Dec 31 Norris & Son, Gray's inn pl

Detmold, Frederick Ernest, Bournemouth June 28 Brahe & Gair, Melbourne, Victoria

Dewick, Emma Martha, Retford, Spinster Dec 17 Thos Bescoby, East Retford

Dickey, Julia Hudson, Guildford, Spinster Jan 13 Farlow & Jackson, Fenchurch st

Dickin, Arthur, Burslem, Timber Merchant Dec 30 Ellis, Burslem

Firth, Charles Henry, Sheffield March 31 Broomhead & Co, Sheffield

Grant, Sarah, Warwick st, Spinster Jan 15 F & H Taylor, Bakewell

Hain, William, Clifton, Bristol Jan 9 Glyde, Bristol

Hodges, Henry Wickens, Ealing, Insurance Manager Jan 6 Wood & Co, Gt James st

Hovill, Richard, Oxford gdns, Captain Jan 1 Sturt, Ironmonger lane

Jaffray, Mary Alexandrina Sarah, Chester, Spinster Jan 17 Style & Co, Liverpool

Jervis, Mary Anne, Twickenham, Widow Jan 1 Bell & Co, Lincoln's inn fields

Lysaght, Percy Pulleine, Brighton, Esq Dec 30 Robinson & Wilkins, King's Arms yd

Mares, David, Sutherland avenue, Esq Jan 15 Bell & Co, Bow Church yd

Martin, Charles, East Bergholt, Gent Jan 6 Kingsworth, Ipswich

Morley, John, York, Wheelwright Jan 10 Dent, York

Newton, Thomas, Wirksworth, Derby, Maltster Jan 31 Haxby & Co, Leicester

Norris, Walter Hammond, Kensington, Gent Dec 20 Nicholls & Co, Altrincham

Olivinska, Julia, Great Quebec st, Spinster Jan 5 Morley & Co, Gresham House, Old Broad st

Osborne, Richard, Nunhead Green, Butcher Dec 25 Rumney, Basinghall st

Patey, Arthur Franklyn, Balham hill Jan 5 Sam Patey, 90, London Wall

Pike, Joseph, Hilperton, Wilts, Yeoman Jan 6 Mann & Rodway, Trowbridge

Potter, Joseph, Sidcup, Kent Jan 14 Harrison & Davies, Bedford row

Reeve, James, Lea, Wilts, Farmer Jan 1 Clark & Smith, Malmesbury

Rendtorff, Leopold Oscar, Manchester, Shipping Merchant Feb 22 Withington & Co, Manchester

Riordan, Thomas Travers, Bath, Surgeon Jan 10 Rhagg, Newcastle on Tyne

Simms, Frederick Walter, Brighton Jan 12 Micklem & Hollingworth, Gresham st

Slater, Richard, Rotherham, Warehouseman Jan 8 Oxley & Coward, Rotherham

Smallwood, Alfred, Handsworth, Stafford, Brassfounder Dec 30 Pointon, Birmingham

Smith, John, Lincoln, Chemist Jan 2 Dalton & Kemp, Lincoln

Spender, Maria, Bath Jan 1 Gill & Bush, Bath

Stewart, Mary Cassels, Kirkstyle, Widow Dec 16 Boyd & Co, Leith

Sugden, William, Southborough, Lieutenant Dec 31 Buss, Tunbridge Wells

Summersgill, Thomas, Preston, Gent Dec 30 W A & R Ascroft, Preston

Taylor, Frank, Linden gdns, Chiswick Jan 1 Dawes, Rye

Thomson, Alfred George, South Belgravia, Auctioneer Dec 21 Dumbell, Cheapside

Tucker, Mary Sophia, Ashburton, Devon, Spinster Jan 1 Nelson & Son, Godliman st

Vachell, Edwin, Ealing, Esq Jan 1 Riddell & Co, John st

Wilson, Matthew, North Shields, Grocer Dec 31 Emley, Newcastle on Tyne

Woodward, Matthew, Wolverhampton, Miller Dec 31 Manby & Son, Wolverhampton

Young, Eliza, Mile End rd, Spinster Jan 12 Ford & Ford, Outer Temple

Young, Margaret, Mile End rd, Spinster Jan 12 Ford & Ford, Outer Temple

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Dec. 1.

RECEIVING ORDERS.

ARCHER, ISAAC, Limehouse, Fruiterer High Court Pet Nov 29 Ord Nov 29

ATTERTON, WALTER, South st, Art Publisher High Court Pet Nov 3 Ord Nov 28

BARRACLOUGH, HENRY ROBINSON, Dudley Hill, Yorks, Bone Crusher Bradford Pet Nov 27 Ord Nov 27

BERRY, JONAS, Harrogate, Greengrocer York Pet Nov 27 Ord Nov 27

BETTERIDGE, RALPH EGERTON, Smethwick, Staffs, Greengrocer Birmingham Pet Nov 27 Ord Nov 27

BINGHAM, ARTHUR, Nottingham, Milliner Nottingham Pet Nov 28 Ord Nov 28

BLEND, D, Pilgrim st, Tobacconist High Court Pet Nov 3 Ord Nov 28

BOYD, HENRY GEORGE, St Mary axe, Ship Broker High Court Pet Oct 25 Ord Nov 27

BRANSON, THOMAS ELI, Coventry, Commercial Traveller Northampton Pet Nov 23 Ord Nov 23

BRIDGE, ALFRED, Messing, Essex, Dealer Colchester Pet Nov 29 Ord Nov 29

BURNS, JOHN BURNS, Thrapston, Northants, Ironfounder Northampton Pet Nov 28 Ord Nov 29

CONOLLY, J, Grocer High Court Pet Nov 1 Ord Nov 27

COX, STEPHEN, Kettering, Shoe Manufacturer Northampton Pet Oct 31 Ord Nov 18

CROSSE, HENRY, Mile End, Sauce Manufacturer High Court Pet Nov 3 Ord Nov 28

EVANS, THOMAS ROBERT, Ellesmere Port, Cheshire, Ironmonger Birkenhead Pet Nov 27 Ord Nov 27

GORDON, R F C, Jhansi, Bengal, Lieutenant High Court Pet Oct 15 Ord Nov 24

GULLAM, THOMAS, Reighton, Yorks, Engineer Scarborough Pet Nov 27 Ord Nov 27

HIPSHMAN, JOSEPH, New Kent rd, Baker High Court Pet Nov 27 Ord Nov 27

HITCHIN, JOHN, & SON, Long Eaton, Lace Manufacturers Derby Pet Nov 27 Ord Nov 27

HOWARD, ROBERT ALLEN, Old Dalby, Leics, Grazier Leicester Pet Nov 23 Ord Nov 27

HOWES, EDWARD, Norwich, Provision Dealer Norwich Pet Nov 29 Ord Nov 29

HOY, EDWARD JOHN, East Dereham, Farmer Norwich Pet Nov 10 Ord Nov 27

JAMES, JOHN, Portmadoc, Fishmonger Portmadoc and Blaenau Festiniog Pet Nov 27 Ord Nov 27

KING, C STUART, Liverpool, Merchant Liverpool Pet Nov 11 Ord Nov 29

LAMBERT, CHARLES, Bristol, Commercial Traveller Bristol Pet Nov 28 Ord Nov 28

LAWRENSON, MARY ANN, Wakefield, Manageress Wakefield Pet Nov 27 Ord Nov 27

LEWINO, ALBERT, Gutter lane, Warehouseman High Court Pet Nov 29 Ord Nov 29

LEWIS, JOSEPH, Swansea, Merchant's Traveller Swansea Pet Nov 25 Ord Nov 25

LOADER, CALEB, Kinson, Dorset, Chair Maker Poole Pet Nov 28 Ord Nov 28

MAIDMENT, JEREMIAH, East Knoyle, Wilts, Bricklayer Salisbury Pet Nov 27 Ord Nov 27

MAITLAND BROTHERS, Cannon st, Merchants High Court Pet Oct 28 Ord Nov 27

MAWDITT, GEORGE, Bristol, Baker Bristol Pet Nov 27 Ord Nov 27

MORRIS, ARTHUR E PERKS, Dover st, Captain High Court Pet Oct 11 Ord Nov 29

NYE, GEORGE MANLY, Hove, Sussex, House Agent Brighton Pet Nov 28 Ord Nov 28

OKELL, JOSEPH, Liverpool, Contractor Liverpool Pet Sept 21 Ord Nov 29

RIDLEY, M NOEL, Chiswick, Civil Engineer High Court Pet Oct 24 Ord Nov 29

RIVERS, WILLIAM, Ripon, Yorks, Manager Northallerton Pet Nov 25 Ord Nov 25

ROBINSON, RICHARD, Leeds, Fruit Merchant Leeds Pet Nov 28 Ord Nov 28

ROUSE, CHARLES EDWIN, Liversedge, Currier Dewsbury Pet Nov 27 Ord Nov 27

SAUNDERSON, ROBERT, South End, Croydon, Medical Practitioner Croydon Pet Nov 28 Ord Nov 28

SCOTT, WILLIAM, Wandsworth, Builder Wandsworth Pet Nov 29 Ord Nov 29

SINGER & CO, M., Pontypridd, Drapers Pontypridd Pet Nov 30 Ord Nov 29

SMITH, ANNE REBECCA, Bristol, Licensed Victualler Bristol Pet Nov 29 Ord Nov 29

SMITH, CHRISTOPHER, Blackfriars rd, Cab Proprietor High Court Pet Nov 28 Ord Nov 28

SMITH, BENJAMIN NICHOLLS, Shepherd's Bush, Licensed Victualler Edmonton Pet Nov 27 Ord Nov 27

SMITH, J. LIONEL, Uckington, Cheltenham Cheltenham Pet Nov 20 Ord Nov 25

SPRITLE, CHARLES BENJAMIN, Southsea, Post Master Portsmouth Pet Nov 28 Ord Nov 28

STRIDE, JAMES WILLIAM, jun, Brighton, Auctioneer Brighton Pet Oct 10 Ord Nov 29

THOMAS, JOHN, Llandebie, Carmarthen, Innkeeper Carmarthen Pet Nov 24 Ord Nov 24

VINE, VICTOR FITZHENRY, Newbury, Berks, Cook Newbury Pet Nov 24 Ord Nov 24

WALLS, WILLIAM HENRY, Leeds, Commission Agent Leeds Pet Nov 25 Ord Nov 25

WATSON, JOHN, Dulwich, Builder High Court Pet Nov 7 Ord Nov 28

WILLSON, SAMUEL, Blacklands ter, Eating-house Keeper High Court Pet Nov 28 Ord Nov 28

WORTLEY, ARTHUR, Great St Helen's, Commission Merchant High Court Pet Nov 29 Ord Nov 29

The following amended notice is substituted for that published in the London Gazette of Nov 10:—

SMITH, ARTHUR, Scarborough, Lodging-house Keeper Scarborough Pet Nov 6 Ord Nov 6

FIRST MEETINGS.

BEACH, JAMES CHARLES, Marylebone rd Dec 8 at 12 Bankruptcy bldgs, Carey st

BERRY, JONAS, Harrogate, Greengrocer Dec 12 at 12.30 Off Rec, 25, Stonegate, York

BOLTON, ALFRED CHARLES WILLIAM CECIL, Norwich, Plumber Dec 9 at 12 Off Rec, 8, King st, Norwich

BREMNER, FREDERICK JACOB, Bromley by Bow, Baker Dec 8 at 11 Bankruptcy bldgs, Carey st

COHEN, EMANUEL MOSS, Museum chmbrs, Sponge Merchant Dec 8 at 2 Bankruptcy bldgs, Carey st

COOPER, GEORGE, Ware, Corn Dealer Dec 8 at 11.30 Shirehall, Hertford

DAVIES, THOMAS HENRY, Brixton, Commission Agent Dec 8 at 3 Bankruptcy bldgs, Carey st

ERSKINE, Hon DAVID, Bolingbroke rd, Gent Dec 8 at 12 Bankruptcy bldgs, Carey st

EVANS, SARAH, Pontardawe, Glam, Grocer Dec 8 at 12 Off Rec, 31, Alexandra rd, Swansea

EVANS, JAMES, Kenwyn, Cornwall, Farmer Dec 9 at 12.30 Off Rec, Boscawen st, Truro

FEAR, WILSON, Colne, Huntingdon, Basket Maker Dec 22 at 12 Law Courts, New rd, Peterborough

HALLETT, JOSEPH, Sutton, Surrey, Oil Merchant Dec 8 at 11.30 24, Railway app, London bridge

HARRIS, RICHARD JAMES, Barking, Grocer Dec 11 at 3 Off Rec, 95, Temple chmbrs, Temple avenue

HILL, STEPHEN, Wednesbury, Stonemason Dec 20 at 11.30 Off Rec, Walsall

HIRST, THOMAS, Leeds, Hay Dealer Dec 8 at 12 Off Rec, 22, Park row, Leeds

HITCHIN, JOHN, & SON, Long Eaton, Lace Manufacturers Dec 11 at 3.15 Flying Horse Hotel, Nottingham

HOWARD, ROBERT ALLEN, Old Dalby, Leics, Grazier Dec 11 at 12.30 Off Rec, 1, Berridge st, Leicester

HUNT, THOMAS WILLIAM, Gt Russell st, Mantle Manufacturer Dec 8 at 11 Bankruptcy bldgs, Carey st

HUTCHINSON, ROBERT, Tonbridge, Bank Inspector Dec 8 at 2.30 Spencer & Hother, 60, Mount Pleasant, Tunbridge Wells

INGRAM, THOMAS, Ludlow, Salop, Painter Dec 11 at 10 4, Corn sq, Leominster

JACKSON, WILLIAM, Derby, Fruiterer Dec 8 at 11 Off Rec, St James's chmbrs, Derby

JONES, REES, Pentre, Glam, Tailor Dec 8 at 3 Off Rec, 65, High st, Merthyr Tydfil

KEMP, WILLIAM, Tacolneston, Norfolk, Bailiff Dec 20 at 3 Off Rec, 8, King st, Norwich

KENDALL, JOSEPH, Barrow in Furness, Clerk Dec 8 at 11 Off Rec, 15, Cornwallis st, Barrow in Furness

LAMBERT, CHARLES, Bristol, Commercial Traveller Dec 13 at 12 Off Rec, Bank chmbrs, Corn st, Bristol

LAWRENSON, MARY ANN, Kirkgate, Wakefield, Manageress Dec 8 at 11 Off Rec, Bond terrace, Wakefield

MAIDMENT, JEREMIAH, East Knoyle, Wilts, Bricklayer Dec 8 at 12.30 Off Rec, Salisbury

MAITLAND BROS & Co, Cannon st, Merchants Dec 11 at 12 Bankruptcy bldgs, Carey st

MANSELL, F W, Palmerston bldgs Dec 11 at 2.30 Bankruptcy bldgs, Carey st

MAWDITT, GEORGE, Bristol, Baker Dec 13 at 11.30 Off Rec, Bank chmbrs, Corn st, Bristol

MCVRAGH, WILLIAM, West Hartlepool, Tailor Dec 14 at 12 Off Rec, 25, John st, Sunderland

MORGAN, DANIEL, Llandilo, Carmarthen, Tailor Dec 9 at 12.15 Off Rec, 11, Quay st, Carmarthen

MOSS, JOSEPH, Nottingham, Joiner Dec 8 at 11 Off Rec, St Peter's Church walk, Nottingham

PAYNE, MORTON, Alma st, Electrotyper Dec 11 at 11 Bankruptcy bldgs, Carey st

PRITCHARD, CHARLES, Pontypridd, China Dealer Dec 8 at 12 Off Rec, 65, High st, Merthyr Tydfil

REYNOLDS, EDWARD, St Neots, Hunts, Gent Dec 8 at 12 Cross Keys Hotel, St Neots, Hunts

RYDER, SAMUEL, Strand, Nurseryman Dec 8 at 2.30 Bankruptcy bldgs, Carey st

SCARBOROUGH, JOHN THOMAS, Leicester, Leather Merchant Dec 8 at 3 Off Rec, 1, Berridge st, Leicester

SMITH, ANNE REBECCA, Bristol, Licensed Victualler Dec 13 at 12.15 Off Rec, Bank chmbrs, Corn st, Bristol

SNAILHAM, SAMUEL, Treharris, Glam, Collier Dec 8 at 11 Off Rec, 65, High st, Merthyr Tydfil

STAFFORD, CRESSY, Kirklington, Notts, Farmer Dec 9 at 12 Off Rec, St Peter's Church walk, Nottingham

STEELE, PHILIP RICHARD, Lewisham, Clerk Dec 11 at 12 24, Railway approach, London Bridge

THOMAS, JOHN, Llandebie, Carmarthen, Innkeeper Dec 9 at 12.45 Off Rec, 11, Quay st, Carmarthen

TREBBLE, ROBERT, Minehead, Decorator Dec 9 at 11 Off Rec, 5a, Hammet st, Taunton

WHYBALL, ABRAHAM, Stanton, Derby, Licensed Victualler Dec 13 at 11.30 Midland Hotel, Station st, Burton on Trent

WILLIAMS, CHARLES, Liverpool, Coachbuilder Dec 12 at 3 Off Rec, 35, Victoria st, Liverpool

YOUNG, WILLIAM BIDEN, Wimbledon, Builder Dec 11 at 11.30 24, Railway approach, London Bridge

ADJUDICATIONS.

ARCHER, ISAAC, Limehouse, Fruiterer High Court Pet Nov 29 Ord Nov 29

BARRACLOUGH, HENRY ROBINSON, Bradford, Bone Crusher Bradford Pet Nov 27 Ord Nov 27

BERD, RICHARD, St Bride st, Export Merchant High Court Pet Oct 5 Ord Nov 28

BERRY, JONAS, Harrogate, Greengrocer York Pet Nov 27 Ord Nov 27

BINGHAM, ARTHUR, Nottingham, Milliner Nottingham Pet Nov 28 Ord Nov 28

BRACKEN, THOMAS HIRST, Harrogate, Papermaker's Agent York Pet May 13 Ord Nov 27

BRIDGE, ALFRED, Messing, Essex, Dealer Colchester Pet Nov 29 Ord Nov 29

CHADDERTON, FRED, Oldham, Provision Dealer Oldham Pet Nov 11 Ord Nov 30

DURNFORD, FREDERICK GEORGE, Dunkleabury, Mining Engineer High Court Pet Oct 30 Ord Nov 28

EVANS, JAMES, Kenwyn, Cornwall, Farmer Truro Pet Nov 9 Ord Nov 29

FOX, THOMAS RYALL, Parkstone, Dorset, Builder Poole Pet Oct 7 Ord Nov 29

HIPSHMAN, JOSEPH, New Kent rd, Baker High Court Pet Nov 27 Ord Nov 27

HOWES, EDWARD, Norwich, Provision Dealer Norwich Pet Nov 29 Ord Nov 29

HOY, EDWARD JOHN, East Dereham, Farmer Norwich Pet Oct 30 Ord Nov 29

JAMES, JOHN, Portmadoc, Fishmonger Portmadoc Pet Nov 27 Ord Nov 27

JOHNSON, EDWIN JOSEPH, Longton, House Furnisher Stoke upon Trent Pet Oct 10 Ord Nov 17

KOHLBECK, JOHN ALBERT, Finsbury pavement, Coal Merchant High Court Pet Oct 28 Ord Nov 28

LAMBERT, CHARLES, Bristol, Commercial Traveller Bristol Pet Nov 28 Ord Nov 29

LAWRENSON, MARY ANN, Kirkgate, Wakefield, Manageress Wakefield Pet Nov 27 Ord Nov 27

LEWIS, JOSEPH, Swansea, Merchant's Traveller Swansea Pet Nov 25 Ord Nov 25

MAIDMENT, JEREMIAH, East Knoyle, Wilts, Bricklayer Salisbury Pet Nov 27 Ord Nov 27

MAWDITT, GEORGE, Bristol, Baker Bristol Pet Nov 27 Ord Nov 27

MYERS, HANNAH, Bradford, Grocer Bradford Pet Nov 21 Ord Nov 27

NIEMEYER, CHARLES EDWARD, Blackburn, Jeweller Blackburn Pet Nov 6 Ord Nov 27

NYE, GEORGE MANLY, Hove, Sussex, House Agent Brighton Pet Nov 28 Ord Nov 28

PLANT, GEORGE HENRY, Leek, Boxmaker Macclesfield Pet Nov 13 Ord Nov 28

RADLEY, JEREMIAH, Milton st, Carpenter High Court Pet Nov 6 Ord Nov 28

RICHARDSON, EBENEZER WHITMAN, Birmingham, Music Dealer Birmingham Pet Oct 20 Ord Nov 28

RIVERS, WILLIAM, Ripon, Manager Northallerton Pet Nov 25 Ord Nov 25

ROBINSON, RICHARD, Leeds, Fruit Merchant Leeds Pet Nov 28 Ord Nov 28

SCOTT, WILLIAM, Wandsworth, Builder Wandsworth Pet Nov 28 Ord Nov 29

SHAW, ALLEN FIRTH, Huddersfield, Butcher Huddersfield Pet Nov 23 Ord Nov 25

SINGER, MARK, and SOLOMON HARRIS, Pontypridd, Drapers Pontypridd Pet Nov 28 Ord Nov 29

ST LUIS, Viscount EDWARD PINTO DE SOVERAL, Gt Western Hotel High Court Pet Oct 25 Ord Nov 28

SWAN, EMILY PENN, Froggatt Edge, Derbyshire, Florist Derby Pet July 28 Ord Nov 28

THOMAS, JOHN, Llandebie, Carmarthen, Innkeeper Carmarthen Pet Nov 24 Ord Nov 24

WALLS, WILLIAM HENRY, Leeds, Commission Agent Leeds Pet Nov 25 Ord Nov 25

WARRINGTON, HENRY, and SAMUEL WARRINGTON, South Croxton, Leicester, Farmers Leicester Pet Nov 6 Pet Nov 20

WEINBERG, JOEL GERSON, Dalston, Cabinet Maker High Court Pet Nov 27 Ord Nov 28

WILLSON, SAMUEL, Chelsea, Eating house Keeper High Court Pet Nov 28 Ord Nov 28

WOLSTENHOLME, PETER, Longton, Grocer Stoke upon Trent Pet Nov 8 Ord Nov 29

London Gazette—TUESDAY, Dec. 5.

RECEIVING ORDERS.

BRIDGER, RICHARD, Radnleigh gdns, Butcher High Court Pet Nov 30 Ord Nov 30

BROTHWELL, JOSEPH CROFTS, Sheffield, Mineral Water Manufacturer Sheffield Pet Nov 17 Ord Nov 30

BROWN, JOHN, Widnes, Grocer Liverpool Pet Nov 30 Ord Dec 2

BRYAN, SAMUEL LEON, Derby, Perambulator Dealer Derby Pet Nov 16 Ord Dec 1

BURN, MATTHEW JAMES, Gateshead, Agent Newcastle on Tyne Pet Dec 2 Ord Dec 2

CAMPBELL, JOHN HENRY, Broom, Railway Servant Merthyr Tydfil Pet Dec 2 Ord Dec 2

CANDLER, FREDERICK THOMAS, Long Melford, Suffolk, Builder Colchester Pet Dec 1 Ord Dec 1

CLARKE, IRA, Newthorpe, Joiner Nottingham Pet Dec 2 Ord Dec 2

COMPTON, THOMAS ANTHONY, Syston, Commission Agent Leicester Pet Nov 30 Ord Nov 30

COOPER, ROBERT, Nottingham, Ironworker Nottingham Pet Dec 1 Ord Dec 1

COOPER, WILLIAM, Runcorn, Sailmaker Warrington Pet Dec 1 Ord Dec 1

COX, ARTHUR WILLIAM, Wigston Magna, Grocer Leicester Pet Nov 29 Ord Nov 29

DAWSON, WILLIAM, Bridlington Quay, Yorks, Fishmonger Scarborough Pet Nov 30 Ord Nov 30

DOWSON, JOHN HENRY, Bristol, Steel Manufacturer Bristol Pet Nov 30 Ord Nov 30

EDWARDS, GEORGE, Bagillt, Flints, Licensed Victualler Chester Pet Nov 30 Ord Nov 30

ELSON, ALFRED HOWARD, Walbrook, Accountant High Court Pet Nov 8 Ord Dec 1

FAWCETT, JAMES, Hookmoodwha, Rug Maker Dewsbury Pet Nov 17 Ord Nov 29

FAWCETT, SAMUEL, Reading, Brick Manufacturer Reading Pet Dec 1 Ord Dec 1

FOOKS, WILLIAM, Torquay, Forage Storeman Exeter Pet Nov 30 Ord Nov 30

FRANCE, DODSON, Batley, Beerhouse Keeper Dewsbury Pet Nov 29 Ord Nov 29

FRANKLAND, JOHN, Nelson, Commercial Traveller Burnley Pet Dec 2 Ord Dec 2

FREAKE, WILLIAM ROBERT, Landport, Clothier Portsmouth Pet Nov 29 Ord Nov 29

FRETWELL, WILLIAM C, Anerley, Builder High Court Pet June 22 Ord Aug 11

HAINES, WILLIAM, Downampney, Carrier Swindon Pet Dec 2 Ord Dec 2

HALES, JOHN ARTHUR, Kensington, Solicitor High Court Pet Nov 15 Ord Dec 1

HOWELL, EVAN, Pontypridd, Tea Merchant Pontypridd Pet Dec 1 Ord Dec 1

HUMMEL, SIGMUND, Sheffield, Jeweller Sheffield Pet Nov 30 Ord Nov 30
IRELAND, THOMAS, Birkdale, Yarn Agent Manchester Pet Dec 2 Ord Dec 2
KEMP, HUGH, St George, Glos, Oil Dealer Bristol Pet Nov 30 Ord Nov 30
KLEIN, MAURIS, South Wimbledon, Wine Merchant Kingston Pet Nov 3 Ord Nov 30
LOWE, JOSEPH CARUS, Liverpool, Painter Liverpool Pet Dec 1 Ord Dec 1
NICHOLSON, FRANCIS, Morpeth, Grocer Newcastle on Tyne Pet Nov 30 Ord Nov 30
OSBORNE, JOSEPH, Sowerby Bridge, Yorks, Greengrocer Halifax Pet Dec 1 Ord Dec 1
PITCHARD, EDWIN, Walsall, Carpenter Walsall Pet Dec 1 Ord Dec 1
PYMBLE, THOMAS PHILIP, Hentland, Hereford, Farmer Hereford Pet Nov 30 Ord Nov 30
REDSHAW, JOHN, Stillington, Durham, Innkeeper Stockton on Tees Pet Dec 1 Ord Dec 1
ROBERTS, ELLIS GRIFFITH, Llanberis, Carnarvon, Hotel Proprietor Bangor Pet Dec 2 Ord Dec 2
ROBERTS, ROBERT, Llanberis, Carnarvon, Hotel Proprietor Bangor Pet Dec 2 Ord Dec 2
SPILSBURY, CHARLES ALFRED, Stoke Newington High Court Pet Oct 26 Ord Nov 30
STEELE, HENRY, Egremont, Cumbs, Coal Agent Whitehaven Pet Nov 30 Ord Nov 30
TANNER, JOHN, Winchester, Farm Bailiff Winchester Pet Dec 2 Ord Dec 2
TATE, JOHN EDWARD, Huddersfield, Architect Huddersfield Pet Dec 1 Ord Dec 1
TATE, WILLIAM, Bishop Wearmouth, Literary Professor High Court Pet Oct 4 Ord Nov 30
THOMAS, FLORENCE MARGARET MARY, Camborne, Cornwall, Dealer in Fancy Goods Truro Pet Nov 30 Ord Nov 30
THOMAS, JOHN, Newcastle Emlyn, Weaver Carmarthen Pet Nov 30 Ord Nov 30
THOMAS, THOMAS, Pendre, Cardigan, Grocer Carmarthen Pet Dec 1 Ord Dec 1
THOMPSON, LISTER, Halifax, Tin-plate Worker Halifax Pet Dec 1 Ord Dec 1
THROP, JOSEPH, Halifax, Seedsman Halifax Pet Nov 22 Ord Dec 2
TUCKER, A. D. M., Dulwich, Commission Agent High Court Pet Oct 20 Ord Nov 30
TUSSAUD, LOUIS, Regent st, Waxwork Modeller High Court Pet Oct 2 Ord Nov 30
WEBSTER, JOSEPH, Darlington, Tailor Stockton on Tees Pet Dec 1 Ord Dec 1
WILKINSON, RICHARD, Hindley, Lancs, Mineral Water Manufacturer Wigan Pet Nov 27 Ord Dec 2
WILLIAMS, JAMES, Leeds, Insurance Agent Leeds Pet Dec 1 Ord Dec 1
WILSON, JOSEPH HAVELOCK, Camberwell, Member of Parliament High Court Pet Aug 31 Ord Nov 30
WORTH, BEN, Stalybridge, Corn Dealer Stalybridge Pet Dec 2 Ord Dec 2
WRIGHT, FREDERICK, jun, Leicester, Boot Manufacturer Leicester Pet Nov 29 Ord Nov 29
YATES, EDWIN, Halifax, Joiner Halifax Pet Dec 2 Ord Dec 2

FIRST MEETINGS.

BARRACLOUGH, HENRY ROBINSON, Bradford, Bone Crusher Dec 12 at 11 Off Rec, 31, Manor row, Bradford
BRAUCLERK, HENRY WILLIAM, Hastings, Gent Dec 18 at 12.30 Young & Son, Bank bldgs, Hastings
BINGHAM, ARTHUR, Nottingham, Milliner Dec 13 at 12 Off Rec, St Peter's Church walk, Nottingham
BOARDMAN, JOHN, St Helens, Labourer Dec 13 at 3 Off Rec, 35, Victoria st, Liverpool
COMPTON, THOMAS ANTHONY, Syston, Leics, Commission Agent Dec 14 at 3 Off Rec, 1, Berridge st, Leicester
COOKE, GEORGE, Birmingham, Bookseller Dec 14 at 12 23, Colmore row, Birmingham
COX, ARTHUR WILLIAM, Wigston Magna, Leics, Grocer Dec 12 at 12 Off Rec, 1, Berridge st, Leicester
CUNLIFFE, JAMES WILLIAM, Rochdale, Commercial Traveller Dec 14 at 2.15 Public Hall, Baillie st, Rochdale
DOWSON, JOHN HENRY, Bristol, Blind Manufacturer Dec 13 at 12.45 Off Rec, Bank chambers, Corn st, Bristol
DRURY, EDMUND, Lee st, Haggerston, Grocer Dec 12 at 2.30 Bankruptcy bldgs, Carey st
DURNFORD, FREDERICK GEORGE, Bucklersbury, Mining Engineer Dec 13 at 2.30 Bankruptcy buildings, Carey st
DYER, HENRY, Covent Garden Dec 12 at 11 Bankruptcy bldgs, Carey st
EDWARDS, GEORGE, Bagillt, Flints, Licensed Victualler Dec 13 at 2.30 Crypt chmbrs, Chester
EVANS, JOHN, Pontycymmer, Glam, Grocer Dec 15 at 11 Off Rec, 29, Queen st, Cardiff
FOOKS, WILLIAM, Torquay, Forage Storeman Dec 14 at 10 Off Rec, 13, Bedford circus, Exeter
FREE, ALBERT EDWARD, Nunhead green, Pawnbroker Dec 12 at 12 Bankruptcy bldgs, Carey st
HALL, ARTHUR SAMUEL, Leeds, Brewer Dec 13 at 11 Off Rec, 22, Park row, Leeds
HELYAR, WILLIAM, Cardiff, Baker Dec 15 at 11.30 Off Rec, 29, Queen st, Cardiff
HOGG, EDWARD TINDAL FERDINAND HARBOTTLE, West Hartlepool, Shipyard Stocktaker Dec 14 at 12.30 Off Rec, 25, John st, Sunderland
HOWARD, JAMES EMERSON, Lewisham rd Dec 12 at 11 Bankruptcy bldgs, Carey st
HOWES, EDWARD, Norwich, Provision Dealer Dec 16 at 1.30 Off Rec, 8, King st, Norwich
HOY, EDWARD JOHN, East Dereham, Farmer Dec 16 at 12 Off Rec, 8, King st, Norwich
JAMES, JOHN, Portmadoc, Fishmonger Dec 13 at 1.45 Crypt chmbrs, Chester
JENNINGS, ELLIOT, Crutchedfriars, Wine Merchant Dec 13 at 12 Bankruptcy bldgs, Carey st
JUBY, JAMES, Colwyn Bay, Denbigh, Fish Dealer Dec 13 at 12 Crypt chambers, Chester
KAROLY, FREDERICK, Nottingham, Photographer Dec 18 at 11 23, Colmore row, Birmingham
KEMP, HUGH, St George's, Glos, Oil Dealer Dec 13 at 1.15 Off Rec, Bank chmbrs, Corn st, Bristol
KESSELMEYER, WILLIAM JOHANNES, Bowdon, Ches, Insurance Agent Dec 12 at 3 Ogden's chmbrs, Bridge st, Manchester
LANDLESS, WILLIAM, Leeds, Architect Dec 15 at 11 Off Rec, 22, Park row, Leeds
LEWINO, ALBERT, Gutter lane, Warehouseman Dec 12 at 12 Bankruptcy bldgs, Carey st
LONG, R. Barrow in Furness. Upholsterer Dec 15 at 11 Off Rec, 16, Cornwallis st, Barrow in Furness
MELLOR, INA, Crewe, Gent Dec 21 at 3 Royal Hotel, Crewe
MORRIS, ARTHUR E PERES, Dover st, Captain Dec 14 at 12 Bankruptcy bldgs, Carey st
MURRAY, WILLIAM BENJAMIN, Newcastle on Tyne, Proprietor of Social Club Dec 13 at 11.30 Off Rec, Pink lane, Newcastle on Tyne
NIEMEYER, CHARLES EDWARD, Blackburn, Jeweller Dec 20 at 1 30 County Court house, Blackburn
OSBOURNE, JOSEPH, Sowerby bridge, Yorks, Greengrocer Dec 18 at 11.30 Off Rec, Townhall chmbrs, Halifax
RIDLEY, M NOEL, Victoria mansions, Civil Engineer Dec 14 at 11 Bankruptcy bldgs, Carey st
SAWYER, J W, Stamford Hill, Builder Dec 12 at 12 Off Rec, 95, Temple chmbrs, Temple avenue
SIMS, SAMUEL, & SON, West Bridgford, Lace Manufacturers Dec 12 at 11 Off Rec, St Peter's Church walk, Nottingham
STEELE, HENRY, Egremont, Cumbs, Coal Agent Dec 18 at 12.15 67, Duke st, Whitehaven
TAYLOR, A, Nottingham, Painter Dec 12 at 12 Off Rec, St Peter's Church walk, Nottingham
THACKRAY, ALFRED, Lower Tooting, Baker Dec 15 at 11.30 24, Railway approach, London Bridge
THOMPSON, LISTER, Halifax, Tin plate Worker Dec 18 at 11 Off Rec, Townhall chmbrs, Halifax
THROP, JOSEPH, Halifax, Seedsman Dec 18 at 12 Off Rec, Townhall chmbrs, Halifax
WARREN, CHARLES HENRY, Bournemouth, Builder Dec 13 at 12.30 Off Rec, Salisbury
WILLANS, WILLIAM RUSSELL, Albemarle st, of no occupation Dec 13 at 11 Bankruptcy bldgs, Carey st
WOLSTENHOLME, PETER, Longton, Grocer Dec 18 at 3 Off Rec, Newcastle under Lyme
WRIGHT, AMY, Eastbourne, Lodging house Keeper Jan 11 at 11 Coles & Sons, Seaside rd, Eastbourne
WRIGHT, FREDERICK, Leicestar, Boot Manufacturer Dec 13 at 12 Off Rec, 1, Berridge st, Leicester
YATES, EDWIN, Halifax, Joiner Dec 18 at 12.30 Off Rec, Townhall chmbrs, Halifax

ADJUDICATIONS.

BLOOMFIELD, WILLIAM, Watford, Butcher St Albans Pet Nov 10 Ord Nov 28
BROTHWELL, JOSEPH CROFTS, Sheffield, Mineral Water Manufacturer Sheffield Pet Nov 16 Ord Dec 1
CAMPBELL, JOHN HENRY, Brecon, Railway Servant Merthyr Tydfil Pet Dec 2 Ord Dec 2
CANDLER, FREDERICK THOMAS, Long Melford, Suffolk, Builder Colchester Pet Nov 30 Ord Dec 1
CLARKE, IDA, Newthorpe, Joiner Nottingham Pet Dec 2 Ord Dec 2
COLLINS, SAMUEL, Stourton, Farmer Salisbury Pet Nov 8 Ord Dec 1
COMPTON, THOMAS ANTHONY, Syston, Commission Agent Leicester Pet Nov 29 Ord Nov 30
COOKE, RUPERT, Leicester, Shoemaker Leicester Pet Nov 21 Ord Nov 29
COOPER, ROBERT, Nottingham, Ironworker Nottingham Pet Dec 1 Ord Dec 1
COOPER, WILLIAM, Runcorn, Sailmaker Warrington Pet Dec 1 Ord Dec 1
COX, ARTHUR WILLIAM, Wigston Magna, Grocer Leicester Pet Nov 29 Ord Nov 29
DAWSON, WILLIAM, Bridlington Quay, Fishmonger Scarborough Pet Nov 30 Ord Nov 30
DODWELL, CHRISTOPHER JOHN, Tunbridge Wells Upholsterer Tunbridge Wells Pet Oct 26 Ord Nov 30
EDWARDS, GEORGE, Bagillt, Flints, Licensed Victualler Chester Ord Nov 30
FOOKS, WILLIAM, Torquay, Forage Storeman Exeter Ord Nov 30
FREAKE, WILLIAM ROBERT, Landport, Clothier Portsmouth Pet Nov 29 Ord Dec 2
GULLAN, THOMAS, Reighton, Yorks, Engineer Scarborough Pet Nov 24 Ord Nov 30
HAINES, WILLIAM, Downampney, Carrier Swindon Pet Dec 2 Ord Dec 2
HAYTON, HERBERT JOHN, Folkestone, Tobacconist Canterbury Ord Dec 1
HILL, STEPHEN, Wednesbury, Stonemason Walsall Pet Nov 20 Ord Nov 29
HITCHIN, JOHN, & SON, Long Eaton, Lace Manufacturers Derby Ord Nov 30
HOWELL, EVAN, Pontypridd, Tea Merchant Pontypridd Pet Dec 1 Ord Dec 1
HUMMEL, SIGMUND, Sheffield, Jeweller Sheffield Pet Nov 30 Ord Nov 30
HUTCHINGS, JAMES, Birmingham, Tailor Birmingham Pet Nov 23
JOLLEY, ALFRED, Wigan, Clerk Wigan Pet Oct 27 Ord Nov 30
JONES, THOMAS ISAAC, Smethwick, Jeweller's Assistant West Bromwich Pet Nov 20 Ord Nov 30
KEMP, HUGH, St George, Glos, Oil Dealer Bristol Ord Nov 30
MARSH, DANIEL, Bloxwich, Staffs, Builder Walsall Pet Nov 17 Ord Dec 1
MELLOR, INA, Crewe, Gent Nantwich Pet Nov 10 Ord Dec 1
NICHOLSON, FRANCIS, Morpeth, Grocer Newcastle on Tyne Pet Nov 30 Ord Nov 30
OSBOURNE, JOSEPH, Sowerby Bridge, Yorks, Greengrocer Halifax Ord Dec 1
PEERLESS, JAMES, Cowden, Kent, Pork Butcher Tunbridge Wells Pet Oct 27 Ord Dec 1
POWELL, WILLIAM ALBERT, Cheltenham, Furniture Dealer Cheltenham Ord Nov 29
PYMBLE, THOMAS PHILIP, Hentland, Hereford, Farmer Hereford Pet Nov 30 Ord Nov 30
RAMSBOTTOM, EDWIN, Liverpool, Athletic Outfitter Liverpool Pet Oct 25 Ord Dec 1
REDSHAW, JOHN, Stillington, Durham, Innkeeper Stockton on Tees Pet Dec 1 Ord Dec 1
STEELE, HENRY, Egremont, Cumb, Coal Agent Whitehaven Pet Nov 30 Ord Nov 30
TANNER, JOHN, Winchester, Farm Bailiff Winchester Pet Dec 2 Ord Dec 2
TATE, JOHN EDWARD, Huddersfield, Architect Huddersfield Pet Dec 1 Ord Dec 1
THOMAS, FLORENCE MARGARET MARY, Camborne, Cornwall, Dealer in Fancy Goods Truro Pet Nov 30 Ord Nov 30
THOMAS, JOHN, Newcastle Emlyn, Weaver Carmarthen Ord Nov 30
THOMAS, THOMAS, Pendre, Cardigan, Grocer Carmarthen Ord Dec 1
THOMPSON, LISTER, Halifax, Tin-plate Worker Halifax Ord Dec 1
THROP, JOSEPH, Halifax, Seedsman Halifax Ord Dec 2
WEBBER, J A, & SON, Swansea, Watchmakers Swansea Pet Nov 8 Ord Nov 30
WEBSTER, JOSEPH, Darlington, Tailor Stockton on Tees Pet Dec 1 Ord Dec 1
WHYSALL, ABRAHAM, Stanton, Derby, Licensed Victualler Burton on Trent Ord Nov 30
WILLIAMS, JAMES, Leeds, Insurance Agent Leeds Pet Dec 1 Ord Dec 1
WRIGHT, FREDERICK, jun, Leicester, Boot Manufacturer Leicester Pet Nov 29 Ord Nov 29
YATES, EDWIN, Halifax, Joiner Halifax Ord Dec 2

SALE OF ENSUING WEEK.

Dec. 12.—Messrs. FULLER, HORSEY, SONS, & CASSELL, at the Mart, E.C., at 2 o'clock, Leasehold Property (see advertisement, this week, p. 4).

Dec. 15.—Messrs. FIELD & SONS, at the Mart, E.C., at 2 o'clock, Freehold Property (see advertisement, this week, p. 4).

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